VOL. XLII., No. 24.

The Solicitors' Journal and Reporter

LONDON, APRIL 16, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

In the Solicitors' Journal.

Atkinson, Re. Waller v. Atkinson ... 414
Field Steamship Co. (Lim.) v. Burr ... 415
Hughes, Re. Brandon v. Hughes 412
Manners v. S. Pearson & Son 413
Nickels, Re. Nickels v. Nickels 414
Reg. v. Humphrey 415
Ruabon Steamship Co. (Lim.) v. London Assurance 411
Sale Hotel and Botanical Gardens Co. (Lim.), Re 416
Serle, Re. Gregory v. Serle 414
W. L. Butler (A Solicitor), Re. Ex parte The Incorporated Law Society 416

In the Weekly Reporter.

Birmingham Breweries (Limited) v. Jameson 375
Hunt, In re. Ex parte Board of Trade 384
Lower Rhine and Württemberg Insurance Association v. Sedgwick 380
Monkswell (Lord) and Others (Petitioners) v. Thompson (Respondent) 382
New British Iron Co., In re. Ex parte Beckwith 376
New Par Consols (Limited), In re 369
Reg. v. Douglas and Others 377
Spooner v. T. & W. Browning 380
Westacott v. Stewart 379
Woods and Lewis's Contract, In re 373

CURRENT TOPICS.

IT HAS this week been suggested as a solution of the present difficulty with regard to the trial of patent actions, that they should be removed from the High Court entirely and submitted for the decision of the officials of the patent office. It is needless to say that the suggestion is not likely to be entertained for a moment, though the fact that it can be gravely made is a significant indication of the state to which matters have been allowed to come. The granting of a patent in the first instance is a question of administrative discretion, and in the exercise of the discretion by the patent office it is necessary to consider whether the applicant is *prima facie* entitled to the patent he is seeking. But this is a very different matter from deciding upon the validity of the patent when it has been formally put in issue by an opponent. The patent is a species of property and its protection must be referred to a court of justice. Or if this reason is too technical, the interests which are at stake entitle the parties to such a hearing of the case as can only be obtained by regular judicial methods. It may be predicted that if a special court were constituted for patent cases much of the present expense and waste of time would be avoided. Before a judge who was always dealing with this class of business expert evidence, while not ceasing to be important, would probably be reduced in amount, and it would be easier to keep a check both upon the "advocacy" of expert witnesses and upon the length of the proceedings.

THE PROBABLE outbreak of hostilities between the United States and Spain makes it important to notice that neither nation is a party to the article of the Declaration of Paris according to which "privateering is and remains abolished." Privateering, or "cruising with private armed vessels commissioned by the State" (Wheaton's International Law, 3rd English ed., p. 488), was formerly sanctioned by the laws of every maritime nation as a legitimate means of destroying the commerce of an enemy, but, like the confiscation of private property taken at sea, it is a relic of barbarous modes of warfare, and as between nearly all the States of the world it has

now been abolished. The first effort in this direction came, curiously enough, from the United States themselves, and Dr. FRANKLIN obtained the insertion in their treaty with Prussia of 1785 of a clause by which the two contracting Powers agreed to grant no commissions to private armed vessels; but the clause was omitted from the renewed treaty of 1799. Between 1823 and 1830 the United States were in negotiation with Great Britain, France, and Russia to obtain treaties abolishing privateering, but these Powers were unwilling to enter into separate agreements, though they were in favour of a general agreement of the chief maritime Powers to the same effect. Subsequently the United States altered their views on the subject, considering that privateering might be a useful means of making up for the smallness of their regular navy in the event of a conflict with a great European Power, while even with smaller Powers their widespread commerce and extended sea-coast would put them at a disadvantage; and the honour of taking the real initiative in the abolition of privateering lies with the original parties to the Declaration of Paris, including Great Britain, France, Russia, and Prussia. All civilized states have since become signatories of the Declaration except the United States, Spain, and Mexico. The Declaration is only a compact between the signatories to it, and privateering is still possible, therefore, in a war between any of the signatories and one of these three states, or, of course, in a war between any of the excepted states themselves.

THE ABOVE statement does not, however, represent fully the course taken by the United States with respect to the abolition of privateering by the Declaration of Paris. As a matter of policy they were, as already observed, in favour of preserving privateering, but they had the enlightenment to be willing to consent to its abolition provided an article was added prohibiting the capture of all private property at sea not contraband. The Powers generally were in favour of this amendment, but according to Wheaton (8th ed., p. 451) it was defeated in consequence of the opposition of Great Britain. This was in 1856, and in the following year the offer of the United States to accede to the Declaration of Paris on the proposed terms was withdrawn. Upon the outbreak of the American Civil War an offer of unconditional accession was made to the European Powers by President LINCOLN, but the terms which Great Britain sought to impose in favour of the belligerent rights of the Confederacy prevented this offer from becoming effectual. By the constitution of the United States, Congress has power to grant letters of marque, and during the Civil War an Act was passed authorizing their issue by the President; but in fact they were never issued by either side. Should the existing dispute lead to war between the United States and Spain there can be no doubt that each side will be within its right in permitting privateering. It may be noticed that in the war between France and Spain in 1823 the belligerents at the outset issued declarations both against the commissioning of privateers and against the capture of private property at sea. Having regard, however, to the considerations which have influenced the policy of the United States with regard to privateering, it is unlikely that any such mutual declarations will be made on the present occasion.

AN ESTEEMED correspondent calls attention in another column to two matters in which a change is desirable. The first is the rule that the scale fee for a lease includes all charges for negotiating and for preparation of a preliminary agreement: *Re Field* (33 W. R. 553, 29 Ch. D. 608); *Re Emanuel and Simmonds* (34 W. R. 713, 33 Ch. D. 40); *Savery* v. *Enfield Local Board* (1893, A. C. 218). As our correspondent says, there is often as much trouble in settling the terms of a lease as of a sale and purchase, and it is unreasonable that a negotiation fee should be allowed in the one case and not in the other. No doubt, one difficulty in the way of the appellants in the above-mentioned cases was that they had to claim fees according to the old system for the preliminary agreement and negotiations, the result of this being considered by Lord HERSCHELL in *Savery* v. *Enfield Local Board* (1893, A. C., at p. 225) to be that it "would really leave it open to the solicitor, in addition to the scale fee, to make a further charge, in the ordinary fashion which was in existence before the scale fee was arrived at for a considerable number of things which are said to be outside it. It would leave it in every case open to dispute and discussion how much there was outside of it, and it would necessitate in all those cases a taxation. That is the very thing which it was sought to avoid by this legislation." The obvious and best remedy is to make the negotiation fee extend to leases; and in the meantime practitioners should be careful to expressly stipulate that the agreement and negotiations for a lease are to be paid for in addition to the scale charge. The second point mentioned by our correspondent is the hardship of throwing on a purchaser the cost of procuring evidence to establish the vendor's title, as to which we think no practitioner will differ from him. This practice has, as we all know, given rise to the common form answer to requisitions—"This can be done at the purchaser's cost." No doubt the rule has the effect of choking off many requirements which would otherwise be made; but there are requirements which cannot be dispensed with, and our correspondent tells of a case in which the vendor purported to sell as heir-at-law, and the purchaser's solicitors had to make out at the purchaser's cost a pedigree with about twenty certificates, besides statutory declarations. We do not recall anything quite so unfair as this, but in a considerable proportion of purchases the result of the rule is to throw on the purchaser costs of making out the title which ought in fairness to fall on the vendor.

SOME INTERESTING observations on the effect of *Allen* v. *Flood* (46 W. R. 258; 1898, A. C. 1) will be found in an article contributed by Sir FREDERICK POLLOCK to the current number of the *Law Quarterly Review*. "There is no wrong," says Sir FREDERICK, "in persuading or inducing a man to do what he has a right or is lawfully free to do. The fact that such action may damage a third person can of itself no more give that person a right of action against the persuader than against the actor himself. And the precise point now decided by the House of Lords is that a cause of action cannot be made out of such facts by adding allegation and proof of malice, in the sense of actual evil motive, personal ill-will, or whatever term least favourable for the defendant can be found for the thing signified." A definite limit is thus put to the relevance of malice as an element in civil actions, and it appears to be entirely discarded as affording in itself a cause of action, even though accompanied by actual damage. "We think," continues the same writer, "it must be taken, on the whole, as part of the *ratio decidendi*, that in general the combination of damage and malice will not suffice to make a cause of action (see especially *per* Lord MACNAGHTEN), but violation of some definite duty must be shewn; and that, on the other hand, the cases where malice is really essential to the cause of action are in some way exceptional." The malice in these exceptional cases operates not directly as a violation of any right of the plaintiff, but indirectly as depriving the defendant of the benefit of a privilege which would otherwise make his conduct not actionable. Malice, for instance, forfeits the privilege which might have held the defendant harmless in an action for defamation. It has a similar operation in an action for malicious prosecution; such, at least, Sir FREDERICK POLLOCK considers to be a proper inference from some of the judgments in *Allen* v. *Flood*. But, with these exceptions, motive does not seem to constitute an element in civil injuries. It is a further deduction from the judgments that there is no such thing as a right not to be hindered in one's occupation, except so far as the offender may expose himself to an action for trespass, nuisance, defamation, or something in the nature of deceit. "There is no better or higher right to carry on one's business than to do any other lawful act, and no need to invent any such right." A man has to bear with the malice of his neighbours, unless effect is given to it in acts which violate his independent rights. The result, Sir FREDERICK POLLOCK observes, tends to the simplification of the law, and he expresses the hope that, so far as civil actions are concerned, it will enable us to get rid of the perplexed and perplexing word "malice" altogether.

The principle of *Allen* v. *Flood* has been recognized and acted upon in an interesting case—*People, &c.* v. *Davis*—decided in the Criminal Court of Cook County, Illinois, in February, and reported in the *National Corporation Reporter*. The circumstances were very similar to those in the English case. The defendants, who were members of a trade union, threatened to call out the engineers of the Thomas Elevator Co. unless two workmen who were not members of the union were discharged. The threat was carried into execution, the works were stopped, and thereupon the obnoxious workmen were discharged. The defendants were indicted under the Illinois Conspiracy Statute, which provides that "if any two or more persons conspire or agree together with the fraudulent or malicious intent wrongfully and wickedly to injure the person, character, business, or employment, or property of another . . . they shall be deemed guilty of a conspiracy"; and the punishment is specified. The difficulty with which the court had to contend was caused by the words "wrongfully and wickedly." The mere agreement with a fraudulent or malicious intent to injure was under the statute not sufficient. There must also be a purpose to carry into execution the fraudulent or malicious intent "wrongfully and wickedly"—that is, it was held, by the use of wrongful and wicked means. But the means were those just described—namely, the calling off of the engineers, and the court declined to regard this as wrongful simply because of the malicious intent. There must, by the words of the statute, be malicious intent and also, as a separate matter, wrongful means, and for the means to be wrongful they must be wrongful in law. In a case like the present, where there was no suggestion of fraud, immorality, injury to the public, or violation of contract, it was held that wrongfulness in law must import at least a civil wrong, and on the authority of *Allen* v. *Flood* no such civil wrong was constituted by mere malice. The legal principle settled by the case, said Baker, J., is that the existence of a bad motive will not convert an act which is not of itself illegal into a civil wrong. This states *Allen* v. *Flood* exactly, but it is curious to find the authority of the House of Lords invoked against the application of a criminal statute specially directed at malicious conspiracy.

Last week, at the Kingston quarter sessions, a man was tried for larceny under circumstances which, if the newspaper reports are to be trusted, point to a case of great hardship. The prisoner was charged with stealing lead, the property of Her Majesty. It appears that he was arrested near one of the rifle ranges at Ash, near Aldershot, picking up spent bullets among the gorse, and it was for the larceny of these bullets that he was indicted. He was very properly acquitted, and, unless it were conclusively proved that these spent bullets are collected by the military authorities and that the accused knew that such was the fact, it is impossible to see how any jury could have found any other verdict. The essence of larceny is the *animus furandi*, or the intention of depriving the owner of his property against his will. Hence a thing abandoned by its owner cannot be stolen, as the common law has for centuries recognized. Now, to the ordinary mind, nothing can appear to be more thoroughly abandoned by the owner than the bullet which is fired from a rifle, and it is difficult to see how magistrates could have brought themselves to send a man for trial under circumstances which of themselves raise a strong presumption of innocence, without the clearest proof of guilty intent. As Baron Parke said in the case of *Reg.* v. *Thurborn* (1 Den. C. C. 387), "the guilt of the accused must depend on the circumstances as they appear to him, and the crime of larceny cannot be committed unless the goods taken appear to have an owner and the party taking must know and believe that the taking is against the will of the owner." The worst feature, however, in this case is the fact that the accused person was kept three months in prison awaiting trial on this most trumpery charge. The judges have lately made some very severe comments on the conduct of magistrates in unnecessarily keeping accused persons in prison, but surely this case is a harder one than any of those which called for such comments, and the Surrey grand jury very properly made a presentment to the court as to the hardship inflicted. The learned chairman defended the conduct of the committing justices on the ground that the prisoner was given the option of having his case tried summarily, but preferred to be tried by a jury. No doubt there may have been something in what the chairman said, although it does not appear that the justices gave the prisoner any opportunity of finding bail. But the prisoner had a right to be tried by a jury, and most people will sympathize with him in his desire to avail himself of this right.

The exceptions usually introduced into a bill of lading are wide enough to save shipowners from much of the liability which would fall upon them in consequence of loss or damage to the cargo in the course of the voyage, but, as several recent cases have shewn, they have not hitherto been extended to relieve the shipowner from providing at the outset proper accommodation for the safe keeping of the cargo. In *Maori King* v. *Hughes* (44 W. R. 2; 1895, 2 Q. B. 550) it was held that in a bill of lading stated to be for the carriage of frozen meat, there was an implied warranty that the ship was at the time of shipment fit to carry such cargo. Hence the shipowner would be liable if he did not start the ship with proper refrigerating machinery, although the exception in the bill of lading would relieve him in case of a breakdown of the machinery in the course of the voyage. An interesting case of a similar nature arose in *Queensland National Bank* v. *Peninsular and Oriental Steam Navigation Co.* (46 W. R. 324). Gold coins were shipped on board one of the ships of the defendant company under a bill of lading which contained an exception against loss by robbers or thieves. The box containing the gold was placed in the bullion-room of the ship, and during the voyage the room was broken into and the box stolen. The question arose whether there was any implied warranty that the bullion-room was fit to resist thieves, and the Court of Appeal held that there was. The gold was shipped on the understanding that it would be placed in a bullion-room, and the specific object of such a room is to prevent theft. The warranty applied to the soundness of the room at the commencement of the voyage, and was not excluded by the exception in the bill of lading in respect of loss in the course of the voyage. Hence the question of warranty was decided against the shipowners.

THE PRIORITY OF EQUITABLE INCUMBRANCERS.

An interesting example of the rule that as between successive incumbrances upon an equitable interest priority is gained by the incumbrancer who first gives notice to the trustees in whom the property is vested is afforded by the decision of Kekewich, J., in the recent case of *West* v. *Williams* (46 W. R. 362). Walter Williams, the elder, by his will dated in 1889, devised all his real and personal property to trustees upon trust as to the ultimate residue thereof to pay the income to his son, the defendant Walter Williams, during his life, and after his death upon the further trusts declared by the will. The testator died in March, 1892. By a mortgage dated the 24th of December, 1895, W. Williams, the younger, assigned to the plaintiff West all his interest under the will as security for an advance of £600, and he covenanted that during the existence of the security he would not further deal with such interest. So long as there was no breach of covenant, notice of the assignment was not to be given to the trustees of the will. On the same date W. Williams charged his interest under the will with the repayment of the sum of £150 to the defendant Temple. This charge was expressly made subject to the mortgage just mentioned.

In 1896 further dealings with the life interest took place. By a mortgage dated the 2nd of April in that year W. Williams assigned his interest under the will to the defendants P. A. Williams and J. W. Williams as security for an immediate advance of £2,297 and for such further annual sums of £200 as should be advanced under a covenant contained in a settlement of even date with the mortgage. By this settlement W. Williams assigned the equity of redemption in his life interest

to trustees upon trust for himself for life or until he should incumber the same or affect so to do, and in the event of this trust being determined during his life, then upon trust for the trustees to apply the income at their discretion for the maintenance of W. WILLIAMS and his family. The settlement contained a covenant by P. A. WILLIAMS and J. W. WILLIAMS that if the mortgagor should go abroad and remain for five years in some country out of Europe of which they should approve, and should observe certain other terms, they would pay him for that period the annual sum of £200.

Prior to the advance of the sum of £2,297 these last mortgagees made inquiries of the trustees of the will and were informed that no notice of any incumbrance had been received. On the 7th of July, 1896, they gave to the trustees of the will notice of the mortgage and settlement of the 2nd of April, 1896. The plaintiff gave the trustees notice of his mortgage on the 8th of January, 1897, and on the 15th of February he wrote to P. A. WILLIAMS and J. W. WILLIAMS offering to redeem their mortgage, but the offer was refused. The defendant TEMPLE never gave any notice of his charge at all. Prior to the action, and after the 15th of February, 1897, P. A. WILLIAMS and J. W. WILLIAMS made several payments on account of the annual sums of £200, and in the action, which was brought by the plaintiff to obtain a declaration of priorities and to enforce his security, he claimed to have priority over these further advances and to be entitled to a charge on W. WILLIAMS' life interest under the will, subject only to the advance of £2,297.

Under the above circumstances it was clear that the mortgagees under the mortgage of the 2nd of April, 1896, had gained priority, at any rate to the extent of the sum then advanced, over the mortgage and charge of the 24th of December, 1895. The principle established by *Dearle* v. *Hall* (3 Russ. 1) is that an assignee of an equitable interest in a fund must do all that he can to reduce the interest into possession, and so prevent the assignor from going elsewhere and raising more money upon the same property; and his proper way of doing this is to give notice to the trustees by whom the fund is held. Such notice is not, as was pointed out by Lord MACNAGHTEN in *Ward* v. *Duncombe* (42 W. R. 59; 1893, A. C. p. 392), necessary in order to enable the assignee to "complete" his title, but it is necessary to enable him to protect his title, and if he neglects to give notice and the assignor carries the property into the market again, he pays for his neglect by having his security postponed to that of a subsequent incumbrancer who exercises greater diligence. In this predicament both the plaintiff in the present case and the defendant TEMPLE found themselves.

But admitting, as the plaintiff did, the priority of the advance of £2,297, there still remained the question, how far he was entitled to take the life interest under the will subject to such advance. Was he entitled to take it at all, and, if so, was it subject in priority to him to the payments on account of the annual sums of £200 which had been made after he had given P. A. WILLIAMS and J. W. WILLIAMS notice of his mortgage. The latter point depended upon the further question whether the doctrine of *Hopkinson* v. *Rolt* (9 W. R. 900, 9 H. L. C. 514) was, under the circumstances, applicable. By that case it was decided that, where a first mortgagee takes a mortgage to cover what is then advanced or due, and also future advances, he cannot claim the benefit of the security in respect of such future advances in priority to a second mortgagee of whose mortgage he had notice before the further advances were made. But the rule depends upon the circumstance that it is within the choice of the first mortgagee whether the further advances shall be made. If made, he can add them to his security, but he is under no obligation to make them. "The first mortgagee," said Lord CAMPBELL, C., "will have no reason to complain, knowing that this is his true position, if he chooses voluntarily to make further advances to the mortgagor. The second mortgagee cannot be charged with any fraud upon the first mortgagee in making the advance with notice of the first mortgage; for, by the hypothesis, each has notice of the security of the other, and the first mortgagee is left in full possession of his option to make or to refuse further advances as he may deem it prudent." In the present case, however, this material element was wanting. The mortgage and the settlement of the 2nd of April, 1896, represented, so KEKEWICH, J., held, one transaction, and the mortgagees were bound by their covenant to make the annual payments, provided the mortgagor observed the terms imposed upon him. The obligation, therefore, to make the further advances arose at the same time as the security for them was created, and this security was not apparently prejudiced by the fact that notice of another incumbrance was given before the payments were actually made. This, it seems, was the view taken by KEKEWICH, J., though in the result it was unnecessary for him to decide the point.

The plaintiff's claim to rank after the mortgage for £2,297 was really met by the settlement of W. WILLIAMS' equity of redemption effected contemporaneously with the mortgage. By the mortgage of the 2nd of April, 1896, not only was an incumbrance created which, by virtue of the notice to the trustees of the will, gained priority over the plaintiff's mortgage, but the equity of redemption which was left in the mortgagor, and which, had the mortgage stood alone, would have been available as a security for the plaintiff, had been also assigned, and the settlement as well as the mortgage stood in front of the plaintiff's claim. The rule in *Dearle* v. *Hall*, said KEKEWICH, J., "applies as much to absolute assignments as to assignments by way of mortgage, and the result is that what was assigned to the plaintiff has by his own default ceased to exist."

It might still have been possible, indeed, for the interest which the mortgagor took under the settlement to be treated as representing his life interest under the will, and so be subject to the plaintiff's mortgage; but this last chance was cut off by the provision for the determination of the interest under the settlement in the event of the mortgagor creating any incumbrance upon it. No incumbrance had been created subsequently to the 2nd of April, 1896, and hence *prima facie* there had been no forfeiture; but it has been held in several cases that, for the purpose of bringing such a clause into operation, it is sufficient that the event to be provided against has happened before the date of the settlement. In *Seymour* v. *Lucas* (8 W. R. 599, 1 Dr. & S. 177) a testator gave real and personal estate to trustees for a tenant for life, with a limitation over in case he should *thereafter* become insolvent. The tenant for life was already insolvent at the date of the will, and KINDERSLEY, V.C., held, in deference to the previous decisions, that the language of the will included past acts, and that the limitation over took effect. So in the present case the plaintiff's own mortgage operated as a forfeiture of the mortgagor's interest under the settlement, and there was nothing left for either the plaintiff or the defendant TEMPLE to take. Each of them lost the benefit of his security through neglect of the precaution insisted upon in *Dearle* v. *Hall*.

REVIEWS.

THE NEW ABRIDGMENT.

ENCYCLOPÆDIA OF THE LAWS OF ENGLAND: BEING A NEW ABRIDGMENT BY THE MOST EMINENT LEGAL AUTHORITIES. Under the General Editorship of A. WOOD RENTON, M.A., LL.B., Barrister-at-Law. VOL. V.—EMPLOYERS' LIABILITY TO FREEMASON. VOL. VI.—FREIGHT TO INTERMENT. London: Sweet & Maxwell (Limited); Edinburgh: Wm. Green & Sons.

The fifth volume of this useful issue suffers from no deficiency of important and interesting subjects. It opens with an article on Employers' Liability, in which Mr. A. H. Ruegg, Q.C., after pointing out the limitations on the common law liability of employers imposed by the doctrine of common employment and by the application of the maxim *volenti non fit injuria*, discusses their liability under the statute of 1890 and their approaching liability under the Act of last session. Equitable Assignment is dealt with by Mr. D. M. Kerly, and the cases on the effect of notice in conferring priority are conveniently classified. An article likely to be specially useful is that on Execution, by Master C. Burney and Mr. F. A. Stringer. The various modes of execution by writ and by order, including equitable execution, are clearly and succinctly stated, as well as execution in special cases, as against married women and partners. Under the writ of sequestration will be found some curious information as to the dislike of courts of law to that writ upon its introduction. Before the jurisdiction to issue the writ was fully established a sequestrator was a trespasser, and to kill him, it seems, was no murder. The subject of Executors and

Administrators is treated in considerable detail by Mr. C. W. Greenwood. "Executory Interests" is one of a series of articles on real property which are contributed by Mr. J. D. Israel. Attention may also be called to the articles on Extradition by Mr. T. Barclay, on Fixtures by Mr. E. Fox, on Foreign Judgments by Mr. W. F. Craies, and on Foreshore by Mr. G. G. Phillimore. The law and practice of Foreclosure are excellently condensed by Mr. W. F. Phillpotts, and the term "Floating Security" is discussed by Mr. Frank Evans.

The sixth volume includes among its principal contents articles on Freight, by Mr. G. G. Phillimore; Habeas Corpus, by Mr. G. H. B. Kenrick; Hiring Agreements, by Mr. T. M. Stevens—including a good statement of the effect of the Bills of Sale Acts on such agreements; Husband and Wife, by Mr. C. Montague Lush and Mr. W. H. Griffith; Infants, by Mr. E. L. De Hart; Inferior Courts (Criminal and Quasi-Criminal, Civil, and Manorial, by Mr. W. F. Craies; and University, by Prof. T. E. Holland); and Injunction, by Master Burney. The article on Income Tax, by Mr. W. F. Craies gives a classified account of a difficult and complicated subject. As far as we can see, the information supplied in these volumes is full, correct, and well arranged. Mr. Wood Renton has secured competent help in his undertaking, and by the efforts of himself and the publishers it is being brought out with very praiseworthy rapidity. When complete it will form a very serviceable compendium of English law.

BOOKS RECEIVED.

A Digest of the Law of Agency. By WILLIAM BOWSTEAD, Barrister-at-Law. Second Edition. Sweet & Maxwell (Limited).

The Principles of Equity. Intended for the Use of Students and the Profession. By EDMUND H. T. SNELL, Esq., Barrister-at-Law. Twelfth Edition. By ARCHIBALD BROWN, Esq., M.A., B.C.L., Barrister-at-Law. Stevens & Haynes.

The Merchandise Marks Acts. By G. B. ELLIS, Fellow Inst. P.A., Solicitor of the Supreme Court. A Paper read at the One Hundreth Ordinary Meeting of the Chartered Institute of Patent Agents, held on the 18th of February, 1898. Spottiswoode & Co.

Alphabetical Table of Public General Acts in Force Relating to England, 20 Hen. 3 (1235) to 60 & 61 Vict. (1897). By PAUL STRICKLAND, Barrister-at-Law. William Clowes & Sons (Limited).

Parish Councils. Some Notes on the Local Government Act, 1894, and Suggestions for an Amendment Act. By J. HARRIS STONE, M.A., Barrister-at-Law. Stevens & Sons (Limited).

The Law Quarterly Review. Edited by Sir FREDERICK POLLOCK, Bart., M.A., LL.D. April, 1898. Stevens & Sons (Limited).

CORRESPONDENCE.

CONVEYANCING COSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There are two matters relating to the conveyancing branch of the profession which appear to call for some alteration.

The first is that the scale fee for a lease is held to include the cost of a preliminary agreement. In my experience there is often as much, or more, trouble in settling the terms of a lease than those of a sale and purchase, for which the scale fee is by no means an adequate remuneration. It would, I submit, be only reasonable and just to the profession to be allowed to charge a negotiation fee where the terms are arranged by the solicitor.

The other matter relates to the statutory provision which throws upon a purchaser the cost of procuring evidence to establish the vendor's title. I have recently had a case where the vendor professed to sell as heir-at-law, to establish which involved the making out of a pedigree (from information furnished by his solicitor) and obtaining about twenty certificates—besides statutory declarations as to identity, &c.—for all of which the purchaser had to pay. This, I submit, is very unfair on him and calls for some modification of the rule in question.

I should hope that some other members of the profession will be pleased to express their views on the above; and if our friends on the Council in Chancery-lane could be induced to deal with these matters, some amendment might be obtained. S. A. RAM.

Mr. Justice Bruce, says the *Globe*, in presiding on Wednesday night at a lecture delivered at Newcastle to a class of coach-making students, explained his qualification for holding the reins of the meeting by remarking that "conveyancing" was a very important branch of the law, and no man ought to have any pretensions to be a lawyer who could not drive a coach-and-six through an Act of Parliament.

CASES OF LAST SITTINGS.

Court of Appeal.

RUABON STEAMSHIP CO. (LIM.) *v.* LONDON ASSURANCE. No. 1. 30th March.

MARINE INSURANCE—REPAIRS TO SHIP IN DRY DOCK—SURVEY FOR LLOYD'S CLASSIFICATION—APPORTIONMENT OF EXPENSES.

This was an appeal by the plaintiffs from the judgment of Mathew, J., in the Commercial Court. The action was brought by the plaintiffs, who were the owners of the ship *Ruabon*, to recover balance of expenses incurred in the repair of the ship. The defendants had insured the ship. In the course of a voyage she sustained damage by perils insured against, and in order to repair the damage she was placed in dry dock. The plaintiffs took advantage of the ship being in dock to have her surveyed for the purpose of retaining her class at Lloyd's. By the rules of Lloyd's a ship may be surveyed at any time within twelve months of the date when the survey is due. In the present case the survey took place eight months before the due date; but, if it had not taken place when it did, the ship must have been placed in dry dock for the purpose. The defendants contended that, under the circumstances, the expenses of getting the ship into and out of the dock, and the dock dues during the time when the dock was used for the purposes of the plaintiffs as well as for the repair of the ship, for which the defendants were liable, ought to be shared between the parties. Mathew, J., upheld this contention, holding that the case came within the principle of the *Marine Insurance Co.* v. *China Transpacific Steamship Co.* (11 App. Cas. 573), generally known as the *Vancouver case*, and the learned judge therefore gave judgment for the defendants. The plaintiffs on appeal contended that the *Vancouver case* was distinguishable.

THE COURT (CHITTY and COLLINS, L.JJ., A. L. SMITH, L.J., dissenting), having taken time to consider its judgment, dismissed the appeal.

A. L. SMITH, L.J., in the course of a written judgment, said that the important point to be determined was whether when a ship put into dry dock (in the present case into a wet dock with a pontoon therein) in order to repair damage occasioned by a sea peril for which underwriters alone were liable, the cost of piloting, towing, and other expenses for getting the ship into dock for repair and of getting her out again when repaired were to borne by the underwriters, or whether those expenses were to be shared between the shipowner and the underwriters, if the shipowner, after the ship was in dock, took advantage of the ship being there to get her surveyed so as to enable her to keep her class, or for any other purpose of his own. It was said on behalf of the underwriters that the principles laid down by the House of Lords in the *Vancouver case* shewed that these expenses should be shared. It became, therefore, necessary to ascertain the principles laid down in that case, because unless they covered this case he had no doubt that these expenses would fall wholly on the underwriters. In his view the question of sharing the pilotage, towage, and other expenses necessary to take the ship into and out of dock was not under consideration in that case. The only question argued and determined was the sharing of the dock dues after the ship had arrived therein, which dues were incurred during that portion of time when the concurrent operations of the shipowner and underwriters on the ship were going on. The *Vancouver case*, therefore, was no authority upon the question of the pilotage, towage, and other expenses of getting the ship into dock. It was said that the principles underlying the decision covered the point now raised. The decision in the *Vancouver case* was that where a ship was insured against perils of the sea and was placed in dry dock in order to carry out repairs which the shipowner for his own purposes desired to execute (*i.e.*, scraping and painting the ship's bottom), which expenses the shipowner alone had to bear, yet if, when the ship got into dry dock, it was discovered that by reason of a peril insured against damage had been occasioned to the ship which had to be repaired at the expense of the underwriters alone, the dock dues incurred during those concurrent operations for the respective purposes of shipowner and underwriters must be shared between them. It was said by the plaintiffs that *The Ruabon* put into dock solely to repair damage for which the underwriters were alone liable and not for any purpose of the shipowner's, and that the pilotage, towage, and other expenses were incurred solely on the underwriters' account. It was said by the underwriters that if these expenses had not been incurred the ship would not have been in dock and the shipowner would not have had the benefit of her being there to get her surveyed for her class. But the *Vancouver case* did not lay down that whenever a person incidentally obtained a benefit he must necessarily share expenses which had not been incurred on his account. As regarded the dock dues, he agreed that these must be shared, for they had been incurred by reason of the common user of the dock for the purpose of the two. If the £25 claimed in that case were for dock dues, then the *Vancouver case* covered them, but the pilotage, towage, and other expenses were outside the decision and principles laid down in the *Vancouver case*. The underwriters now for the first time, so far as he knew, set up that where there was an expenditure solely on their own behalf, this expenditure was nevertheless to be divided or otherwise shared between them and the shipowner. His lordship did not agree with that contention. The principle upon which the *Vancouver case* was decided was that, if there be an employment for two purposes and expenses for these two purposes were incurred in common, then each person who utilised the occasion must bear his share of the expenses incurred; but if the employment was only for one purpose, then the old principle, that he for whom the employment took place must pay the cost, was left untouched. What he had said as to taking the ship into dock applied to taking her out. If all

or any part of the £25 was for dock dues whilst the common user was going on, that, as before stated, would come within the decision in the *Vancouver case*; but that was not the real point which the parties wished to have decided. He differed with regret from Mathew, J., and the other members of this court, but in his opinion the appeal should be allowed.

CHITTY, L.J., read a judgment in which he said that the amount in controversy was small, but the question was one of importance to shipowners and underwriters. It was whether the expenses of taking the steamship *Ruabon* into and out of the pontoon dock and placing her there, and the dock dues whilst she was there, ought to be apportioned between the owners and the underwriters in the circumstances of this case. The particulars of expenses, amounting to £55, consisted of boat hire to and from the pontoon and Roath basin, piloting the vessel on and off the pontoon, towing the vessel on and off the pontoon, labour taking the vessel from the east dock to the pontoon and taking her from the pontoon to the Roath basin, and docking and undocking, including tide on and tide off and use of patent shoring. This last item (£25) was paid to the Cardiff Pontoon Co., and appeared to be for dock dues. The other items were paid to other persons. It was admitted that all the items were necessarily incurred in connection with the docking. The shipowners contended that the whole of these expenses fell on the underwriters. If they ought to be apportioned it was conceded that the apportionment should be in equal shares. The ship was taken to and placed on the pontoon for the purpose of repairs, the burden of which fell on the underwriters. While the ship was on the pontoon and after she had been opened out the owners availed themselves of the opportunity of having her surveyed for the purpose of maintaining her classification, and they obtained the required certificate. The time had arrived when they were entitled, according to Lloyd's rules, to have her examined for classification, though there still remained some months to run before she would have lost her classification if not resurveyed. It was admitted that docking was necessary for the vessel to pass her survey. In the *Vancouver case* the ship was taken into dock by the owner for the purpose of repairs, the expense of which fell on the owner alone. While there it was discovered that she had sustained injury while at sea to her stern-post. The burden of these repairs fell on the underwriters exclusively. There were three common days while the ship was in dock during which both sets of repairs were being done simultaneously. Neither set of repairs interfered with or delayed the execution of the other. Each set required the whole of the three days. This court and the House of Lords held that, inasmuch as the dock was in fact being used for both purposes during the three days, the dock dues for those three days had to be borne by the owner and the underwriters in equal shares. The question here was whether this case was governed by the *Vancouver case*. It was argued in this court for the appellants that, whatever the decision might be as to the pontoon dues (£25), no part of the expenses of taking the ship to and from the pontoon should be thrown on the shipowners. The court were informed that in the *Vancouver case* the expenses of taking the ship into and out of the dock were not in controversy in the action, and that the cost of docking and undocking had before the action been apportioned in the average statement. It appeared to him that the present case was not distinguishable from the *Vancouver case*. The pontoon dues fell within the actual decision. He understood that decision to be that on the question of actual user of the dock, while the dock was being used simultaneously for shipowners' and underwriters' purposes, it was immaterial for whose purposes the ship was first brought into dock. That did not touch the question as to the expenses of taking her in and out. In his opinion, the principle of the decision covered those expenses. Those expenses were necessarily incurred in connection with the docking. They were strictly incidental to the operation of docking. They seemed to him to be mere accessories which ought to follow the principle. They were not in any way occasioned by the condition of the vessel or by reason of her having been disabled by sea damage for which the underwriters were liable. Had they been made more onerous in the whole or in part by reason of the ship's disability arising from sea damage, the case would have stood differently, and they would have fallen, in the whole or in part, as the case might be, on the underwriters exclusively. He agreed that, if a ship were disabled at sea at a distance from a port and required the assistance of a tug to tow her, the expenses of any such towage would undoubtedly fall upon the underwriters. He excluded anything of the nature of a voyage, and any expense arising from the disability of the ship within the policy. In his opinion it made no difference whether the necessary expenses of getting the ship in and out were paid to the dock company or to some other person. His lordship concluded by saying that he differed, though with reluctance, in some respects from the judgment of A. L. Smith, L.J. For the above reasons, in his opinion, the appeal ought to be dismissed.

COLLINS, L.J., read a judgment to the same effect as that of Chitty, L.J. Appeal dismissed.—COUNSEL, *Cohen*, Q.C., and *Montague Lush*; *Joseph Walton*, Q.C., and *L. L. Batten*. SOLICITORS, *Botterell & Roche*, for *Vaughan & Hornby*, Cardiff; *Waltons, Johnson, Bubb, & Whatton*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re **HUGHES, BRANDON** *v.* **HUGHES.** No. 2. 18th March.

MARRIED WOMAN—PROTECTION ORDER—"DEBT"—POWER TO CONTRACT DEBTS—LIABILITY AS A "FEME SOLE"—GENERAL POWER OF APPOINTMENT, EXERCISE OF—LIABILITY OF PROPERTY APPOINTED TO DEBTS AND OTHER LIABILITIES—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. C. 75), S. 4—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. C. 85), SS. 21, 25, 26.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 80, and 46 W. R. 220), who had held that funds appointed by the will, exercising a general power of appointment, of a married woman who had obtained a protection order under the Matrimonial Causes Act, 1857, were liable for a debt contracted by her after the date of the protection order. In February, 1880, Mrs. Walker (otherwise Hughes), obtained, under the Matrimonial Causes Act, 1857, an order protecting her property against her husband, Walker. The order was never discharged. By a deed dated the 6th of March, 1880, Mrs. Walker covenanted with J. C. Stogdon, her solicitor, to pay to him the sum of £450, and any other sum which might become due on the footing of the security therein contained, on the 30th of March following, together with interest thereon in the meantime at the rate therein mentioned. Mrs. Walker died on the 24th of March, 1896, without having paid the money due under the deed of March, 1880. By her will she had appointed certain funds over which, by virtue of a deed dated the 23rd of July, 1894, she had a general power of appointment. She left no means except the funds so appointed. An action having been brought for the administration of her estate, Stogdon's assignee took out a summons asking that his claim to prove as a creditor of Mrs. Walker's estate for (*inter alia*) the sum of £450 and interest due under the contract contained in the deed of the 6th of March, 1880, might be allowed. Kekewich, J., decided that the appointed funds were liable to pay the debts due under the deed of 1880, and accordingly allowed the claim. Mrs. Walker's executor appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R., said: I think the judgment of the learned judge in the court below, or the order he has made, is quite correct. The first part of the order declares that the court is of opinion that the fund appointed by the will of Agnes Ann Hughes is assets for payment of the debts of the said testatrix, including the amount (if any) due under the indenture of the 6th of March, 1880. That is the first thing. It appears to me that the learned judge was perfectly right there, because when you bear in mind that Mrs. Walker had on the 9th of February, 1880, obtained a protection order, and was therefore, under the provisions of sections 21, 25, and 26, of the Divorce Act, 1857, in the position, as from that date, of a *feme sole*, capable of contracting debts and obligations, it is plain that this case is taken quite out of the principle applied by Kay, L.J., in *Re Roper, Roper* v. *Doncaster* (36 W. R. 750, 39 Ch. D. 482). The *ratio decidendi* of that case was that a married woman had not "debts" in any accurate sense of that expression. We start, then, with that fact, that this lady was in the position of a *feme sole* for the purpose of contracting debts. It is plain that she did contract debts. Now, if you turn to section 4 of the Married Women's Property Act, 1882, it runs thus: "The execution of of a general power by will by a married woman shall have the effect of making the property appointed liable for her debts and other liabilities in the same manner as her separate estate is made liable under this Act." If she has debts and liabilities when she makes the appointment why should not section 4 apply to the case? It would, I think, be putting far too narrow a construction on this section were we to adopt Mr. Swinfen Eady's suggestion and to say that its provisions do not apply to debts and liabilities which the married woman already had when the Act came into operation, although, at the same time, those provisions make the fund over which she has a general power of appointment liable for her debts in general. That would be far too narrow a construction to put on the Act of 1882. That brings me to the second point, which at first I thought a little more difficult. The learned judge has declared that upon the true construction of the deed of 1880, the covenants extend to all sums (if any) due from the testatrix, not exceeding the sum of £800 with interest on all such sums. She assigns certain property as a security for that debt. At first sight it might appear that Mr. Swinfen Eady's construction was right. But on further considering the view of the learned judge, I am of the same opinion, that this covenant applies only to the sum of £450 and to such sums as might become due before the 30th of March, 1880. Then comes this clause, which is somewhat unusually worded, and which follows what I have already read. It runs thus: "And it is hereby agreed and declared by and between the said parties hereto that these presents and the security hereby created shall stand good and be available to secure the repayment to the said John Cole Stogdon, his executors, administrators, and assigns of all principal moneys, interests, costs, fees, and expenses which are now respectively due, or which shall or may at any time hereafter during the continuance of this security accrue due or become payable by the said Agnes Ann Walker, her heirs, executors, or administrators to the said John Cole Stogdon, his executors, administrators, or assigns by virtue of these presents and of the premises, or otherwise howsoever." Then it is provided that the security shall not extend to cover a larger sum than £800, with interest. I read that clause in this way. The words "these presents" are addressed to the covenant, and the words "the security hereby created" to the assignment. The question is, what does the deed say about these presents and about "the security hereby created"? I must say I can see no reason why its plain words should be cut down so as to apply only to the £450, or to the assignment, as distinguished from the other part of "these presents," which means the covenant. Then there follow words which I will not read, because they do not throw much light on that with which we have to deal. Kekewich, J., held that the covenant does not apply to anything more than £450, but that this declaration does; and I think he is right. I think the decision appealed against is right on both points, and that the appeal must be dismissed with costs.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *Swinfen Eady*, Q.C., and *Joseph Tanner*; *Warrington*, Q.C., and *A. Dauney*. SOLICITORS, *G. S. & H. Brandon*; *J. C. Stogdon*.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

MANNERS v. S. PEARSON & SON. No. 2. 2nd, 3rd, and 23rd March.

PROCEDURE—ACTION FOR ACCOUNT—FOREIGN CURRENCY—RATE OF EXCHANGE—DATE OF JUDGMENT—DAMAGES.

Plaintiff's appeal from a decision of Kekewich, J. The action was brought for an account of what was due from the defendants to the plaintiff as the legal personal representative of a Mr. Morison, under a contract entered into between him and the defendants. By that contract certain sums of money in Mexican dollars had to be paid by the defendants to Morison, and the question at issue was how the account ought to be taken in this country, and at what times the sums payable in Mexican dollars ought to be reckoned in English money, and how the equivalent sums in English money ought to be calculated. The contract was dated the 6th of October, 1891. It was in the English language, and was made between Morison, described as of the City of Mexico, of the one part, and the defendants, described as of 10, Victoria-street, Westminster, and thereinafter called the contractors, of the other part, and by it the defendants agreed to pay Morison (1) £595 17s. 6d. in English money on the execution of the agreement; (2) 1c. in Mexican currency for every cubic metre of certain excavation works mentioned in the agreement. This money was payable from time to time as and when the same should be received by the defendants from the junta or committee of management of the drainage works of the city and valley of Mexico. The £595 17s. 6d. was duly paid, and so long as Morison lived the defendants paid him all that became due to him under the contract. He died in June, 1894, and no one became his legal personal representative until May, 1896, when the plaintiff took out letters of administration to his estate. In June, 1896, the plaintiff brought this action for an account. It came on for trial on the 4th of November, 1897, and the court then declared, *inter alia*, that the plaintiff was entitled to have an account taken of what was due and payable to him as Morison's legal personal representative under and by virtue of the above agreement, and in taking such an account the defendants were to be credited with a certain sum of £327, as to which no question arose. The defendants had always kept proper accounts of the sums payable to Morison's estate in Mexican dollars, and the plaintiff accepted these accounts as correct. According to them a balance of 19,366 dols. was due from the defendants to the plaintiff. On the accounts two questions arose. First, the plaintiff contended that the dollars ought to be turned into English money whenever any dollars ought to have been paid by the defendants; whilst the defendants contended that the ultimate balance only ought to be turned into English money. Secondly, the plaintiff contended that, even if the defendants were right in their first contention, this balance ought to be turned into English money on the 31st of August, 1896, when the excavating work was finished and paid for by the Spanish Government. At that date Mexican dollars were worth 2s. 6d. The defendants, on the other hand, contended that the balance ought to be turned into English money on the 13th of November, 1897, when the amount due was first ascertained, and when the dollar was worth only 1s. 10½d. In these circumstances the plaintiff served the defendants with a notice of motion to give effect to his views. The learned judge refused the motion with costs. The plaintiff appealed.

THE COURT (LINDLEY, M.R., and RIGBY, L.J.; *dissentiente* VAUGHAN WILLIAMS, L.J.) dismissed the appeal.

March 23.—LINDLEY, M.R., stated the facts, and continued: Before considering the questions raised by this appeal, it is necessary to ascertain the grounds on which any judgment or order for payment in English money can be properly made in a case where the plaintiff sues upon a contract to pay in the currency of a foreign country. The terms of the contract confer no right to payment in English money. If the defendants had tendered to their creditors, either in Mexico or wherever they demanded payment, the amounts due from them in Mexican dollars at the proper times, they would have offered to perform their obligations in strict accordance with their contract. The necessity for considering what amount the defendants ought to pay in English money arises simply from the fact that the plaintiff, having the right to sue the defendants in this country for a breach of their contract, has chosen to sue them here instead of in Mexico; and, speaking generally, the courts of this country have no jurisdiction to order payment of money except in the currency of this country. Whatever sum is ordered to be paid, whether for principal, interest, or damages, must be expressed in English money, or such order cannot be enforced by the ordinary writs of execution. Whether before the Debtors Act an order in Chancery for the payment of so many Mexican dollars could have been made and could have been enforced by attachment I do not pause to inquire. With this possible exception the above statement is correct, and affords the true explanation of the necessity for considering how much money in English currency the defendants ought to pay the plaintiff. If the defendants were within the jurisdiction of any other civilized State and were sued there, as they might be, the courts of that State would have to deal with precisely the same problem, and to express in the currency of that State the amount payable by the defendants instead of expressing it in Mexican dollars. If this be the true explanation of the necessity for expressing in English money what the defendants ought to pay, it follows that such necessity does not arise until the court orders payment. But it does not follow that the sum to be inserted in the order is the equivalent at that time of the moneys payable by the terms of the contract, for the defendants may be liable, not only to pay those sums, but also damages in the shape of interest or otherwise for not having paid them at the proper time. The obligations, if any, of the defendants in this respect must be determined before the amount for which they are liable can be calculated and expressed in any order for payment. The foregoing considerations furnish the principles on which the present case must be decided; and that principle was clearly expressed by Lord Eldon in *Cash* v. *Kennion* (11 Ves. 314). At p. 316 he said: "I cannot bring myself to doubt that where a man agrees to pay £100 in London on the 1st of January he ought to have that sum there on that day. If he fails in that contract, wherever the creditor sues him the law of that country ought to give him just as much as he would have had if the contract had been performed." The application of this principle to various circumstances is illustrated by other decisions (*e.g.*, *Cockerell* v. *Barber* (16 Ves. 461), *Scott* v. *Bevan* (2 B. & Ad. 78), *Bertram* v. *Duhamel* (2 Moo. P. C. 212)); but it is unnecessary to refer to them at length, and I pass to the facts of the present case. It must be borne in mind that for two years after Morison's death he had no legal personal representative to whom the defendants could pay anything. During all that time the defendants did not break their contract in not making the payments which they had agreed to make, and, there being no breach of contract, damages for non-payment during that time are out of the question. Moreover, there is no evidence that interest is payable by the law of Mexico on debts in respect of which there is no contract to pay interest, as is the case here. When in May, 1896, the plaintiff became Morison's administrator he became entitled to demand from the defendants, first, payment at once in Mexican dollars of all arrears due under the contract; secondly, payment in future, in Mexican dollars, and at the stipulated times, of the amounts which should thereafter become due under the contract. Failure by the defendants to make these payments would be breaches by them of the contract, and would expose them to claims for damages in some shape or other. How these damages would have to be ascertained by an English court if it became necessary to assess them is a question of some difficulty, as will be seen by turning to Story's Conflict of Laws (sections 308 *et seq.*) and Sedgwick on Damages (3rd ed. p. 250). But, for reasons which I proceed to state, I am of opinion that no claim by the plaintiff to damages in any shape can be supported in the present case. The order of the 4th of November, 1897, was the judgment on the trial of the action, and it limits the right of the plaintiff to an account of what is due to him from the defendants under their agreement with Morison. This judgment excludes all claim to damages for non-payment of particular sums charged against the defendants in taking the account. If the plaintiff wanted to charge the defendants with damages in taking the account he should have obtained some declaration or inquiry entitling him to such damages. Before the Judicature Acts no one ever heard of investigating damages in taking an account in Chancery of money due under a contract. Since the Judicature Acts damages can be given in the Chancery Division where they could not have been given before; but even now a judgment or order for an account of what is due under a contract does not involve an inquiry as to damages in taking the account. The absence from the judgment of the 4th of November, 1897, of any declaration or inquiry as to damages is easily explained by the long delay in obtaining letters of administration to Morison's estate, during which time no damages could be payable by the defendants; but even as to damages since the plaintiff obtained letters of administration the judgment pronounced is fatal to the plaintiff's first contention, that he is entitled to have all sums payable by the defendants turned into English money at the times when those sums became payable according to the terms of the contract. Such a contention can only be supported on the theory that the defendants are liable for damages for default in payment. To substitute English money for Mexican dollars every time a payment ought to have been made is not to take an account of what is due under the contract, but to give damages for every breach of it which the plaintiff can prove that the defendants committed, which is a totally different matter. Even as regards the balance of 19,366 dols. found due to the plaintiff, I see no grounds for awarding him damages for the non-payment of that sum before it was ascertained. The plaintiff urges that it now appears that this sum ought to have been paid on the 31st of August, 1896; but how could it have been paid then when no one then knew what the amount payable was? The sum in question is the balance due on taking the whole account. Under the judgment of the 4th of November, 1897, the defendants are not chargeable with damages for delay in accounting, any more than they are chargeable with damages for not punctually paying sums properly placed to their debit in taking the account. Moreover, no undue delay in accounting was proved, so far as we know. As soon as the balance was ascertained the defendants offered to pay it to the plaintiff either in Mexican dollars or in English currency equal to their then value, as the plaintiff might prefer. This offer the plaintiff declined. In my opinion the defendants have been in the right throughout in this particular controversy, having regard as we must to the terms of the contract and to the judgment of the 4th of November, 1897, which is not appealed against. The appeal, in my opinion, fails, and ought to be dismissed with costs.

RIGBY, L.J., gave judgment to the same effect.

VAUGHAN WILLIAMS, L.J.—The only question argued before us in this case has been as to what is the proper mode of taking the account ordered in an action brought in this country by a creditor to have an account taken of moneys payable abroad by the defendant in foreign currency, whether such account should be taken on the relative values of the English and foreign currencies as of the date of taking the account, or as of the dates when the debts became payable, or as of some other and what date or dates. It was not questioned on either side but that the total debt ordered to be paid after taking the account must be expressed in English currency and that the amount in English currency must be arrived at by the real value in English currency of the foreign currency at the place where payable as a purchasable commodity—*i.e.*, in practice, according to the rate of exchange existing at the particular time between the currencies. The only question has been as to what that particular time was. Now I

will first consider the question irrespective of the form of action. It seems clear that, in an action in whatever form in the English Courts for the recovery of a debt payable in foreign currency, the amount of the English judgment or order must be expressed in English currency, and that, unless the relative values of the respective currencies are fixed by statute or some authority binding the English courts or by the agreement of the litigants, the amount of the English judgment or order must be based on the quantity of English sterling which one would have to pay here to obtain in the market the amount of the debt payable in foreign currency delivered at the appointed place of payment—*i.e.*, the amount payable according to the rate of exchange. It seems plain that this mode of computing the value of foreign currency in English sterling and that converting the one currency into the other is based upon damages for the breach of contract to deliver the commodity bargained for at the appointed timed and place, and, if this is so, it follows that the date as of which that value must be ascertained is the date of the breach, and not the date of the judgment. If this is the general rule in actions for the recovery in English courts of sums payable abroad in foreign currency, I see no reason why a different rule should be applied in a case where the form of action is, as it is in this case, an action for an account. It may be that in the present case it might have been troublesome to ascertain the dates at which the various sums payable as commission in dollars became payable, but this would not, in my judgment, have been a sufficient reason for fixing the amount of the result of the account in English sterling according to the value of the dollars at the date of the completion of the taking of the account. This difficulty, however, does not arise in the present case, because the plaintiff is willing that the value shall be taken of the dollars as on the 31st of August, 1896, the date as of which the defendants in fact rendered their account, including all the sums now claimed by the plaintiff. I think that the order of Kekewich, J., ought to be annulled by declaring that the plaintiff is entitled to have the amount of Mexican dollars, found to be due by the account of the 31st of August, 1896, converted into English money sterling at the rate of exchange prevailing between the said currencies on that day. It seems to me that to hold otherwise would make the plaintiff's remedy for the recovery of what is due to him differ according to the form of procedure and according as he brings his action in the Queen's Bench Division or in the Chancery Division. Appeal dismissed.—Counsel, *Henry Terrell*, Q.C., and *Cecil Walsh*; *Renshaw*, Q.C., *Bardswell*, and *Tanner*. Solicitors, *Angove & Bromwich*; *Jaques & Co.*, for *Samuel Wright & Co.*, Bradford.

[Reported by W. Shallcross Goddard, Barrister-at-Law.]

High Court—Chancery Division.

Re **ATKINSON. WALLER** *v.* **ATKINSON.** Stirling, J. 31st March.

Married Woman—Will—Probate by Husband—Assent to Dispositions—Practice of Probate Division.

This case raised the question whether under the present practice of the Probate Division a husband by proving his wife's will has thereby assented to the dispositions therein contained. Mrs. Atkinson, the lady in question, died in February, 1892, having by her will dated the 6th of May, 1880, appointed her husband executor thereof, and after bequeathing a legacy of £10,000 to the next-of-kin of Lavina Waller bequeathed the residue of her property to her husband. At her death Mrs. Atkinson was interested in certain personal property, but had no power of disposition of it by will without the assent of her husband. Mr. Atkinson proved the will in May, 1892, in accordance with the present practice of the Probate Division—that is to say, administration was granted to him in general terms, without any limitation. This was an application by originating summons by the next-of-kin of Lavina Waller against Mr. Atkinson asking for payment of the said legacy of £10,000, the contention on the part of the plaintiff being that by proving the said will Mr. Atkinson had assented to such legacy.

Stirling, J., stated that under the practice which formerly prevailed in the Probate Court with reference to the wills of married women it was necessary that two grants should be made—first of all, to the executor named in the will probate was granted limited not only to such property as the testatrix had a right to dispose of, but also to such property as she had disposed of by her will; and secondly, a grant of administration *cæterorum* was made to the husband. After the passing of the Married Women's Property Act, 1882, this practice was found to be inconvenient, and in the year 1887, first by the decision of Butt, J., in *Re Price* (35 W. R. 596), and afterwards by a rule passed on the 29th of March, 1887 (set out in 31 Solicitors' Journal, at p. 409), the practice was altered, and under such altered practice the Probate Division now requires the executor to take administration in the general form. Although it was established in *Ex parte Fane* (16 Sim. 406) that under the old practice probate in general terms by the husband operated as an absolute assent by the husband, yet the Court of Appeal in *Smart* v. *Tranter* (38 W. R. 530) held that the new practice does not alter the rights of parties. His lordship therefore came to the conclusion that as a husband has now no choice, but is compelled to take administration in general terms, the husband ought not by so administering to be deemed to have thereby assented to the dispositions of the will.—Counsel, *Butcher*, Q.C., and *Methold*; *Jenkins*, Q.C., and *Stewart Smith*. Solicitors, *Learoyd, James, & Mellor*, for *Learoyd & Co.*, Huddersfield; *Busk, Mellor, & Norris*, for *Sale, Seddon, & Co.*, Manchester.

[Reported by W. Scott Thompson, Barrister-at-Law.]

Re **NICKELS. NICKELS** *v.* **NICKELS.** Stirling, J. 31st March.

Appropriation—Executors and Trustees—No Express Power to Appropriate.

This was a summons which raised the question as to whether executors and trustees could, in the absence of an express power, make an effectual appropriation of any portion of a testator's estate. The facts were as follow: The testator, Christopher Nickels, gave all his residuary estate to his trustees upon trusts for sale and investment and to pay an annuity to his wife during her life. Then he directed one-half of one-sixth to be invested and accumulated for twenty-one years, and during that period to pay the income of the other half to his son Edward Nickels, and after the expiration of the twenty-one years to pay the income of the whole to Edward Nickels for life, and after his death to his widow, and after her decease upon trust to transfer the capital of the trust funds to the children of Edward Nickels who attained twenty-one in equal shares. Then came a power of maintenance and also a power to advance to any child of Edward Nickels a share not exceeding one-half of the presumptive share to which such child would be entitled. The testator also empowered the trustees to apply for the benefit of Edward Nickels any portion not exceeding one-half of his sixth share. Then came similar trusts and provisions as to four other sixth shares for the benefit of the testator's other sons. The remaining one-sixth was given upon similar trusts for the benefit of the testator's daughter and her children, except that there was no power to apply one-half of the daughter's share for her own benefit. The trustees were further empowered to apply any portion not exceeding one-third part of the share or shares of the trust fund to the income of which any of the testator's six children should be entitled, for or towards putting him, her, or them in business, or otherwise advancing him, her, or them. The testator died in 1860. The period of accumulation came to an end in 1881 and the sons and daughter applied for advances. The sons received one-half of one-sixth and the daughter one-third of one-half of her sixth. The trustees also set aside £300 London and Greenwich 5½ per Cent. Ordinary Stock, and £1,053 London, Chatham, and Dover 4½ per Cent. Debentures, and paid the income on these stocks to the daughter during her life. In the trustees' cash book these stocks were entered as "allotted to Mrs. Morton as the balance remaining two-thirds set aside for her children." Under the powers in the will the trustees made advances to the children of the sons and the daughter. The advances to the daughter's children were all made out of the Greenwich Stock. On the daughter's death her share became divisible and a question was raised whether these stocks had been validly appropriated towards her share.

Stirling, J., held that the trustees had in fact intended to appropriate these stocks towards the daughter's share, and continued: The question is whether it was within the powers of the executors and trustees to make this appropriation. No authority has been cited to shew that it was not within their power. What is relied on is a statement in Lewin on Trusts, 9th ed., at p. 667. Now, that statement is merely to this effect, that where there is no express power to appropriate trustees will not act wisely in making any appropriation without the sanction of the court. But the question here is, suppose a trustee does make the appropriation, is the appropriation bad? In Lewin it is said that it is, but it is also said that the court can make the appropriation, and that seems to me to support the view that the trustees can, because the court cannot alter the rights of the parties. But beyond that there are two cases which support the view that the trustees have power in a proper case to make a specific appropriation. The first is *Re Lepine* (1892, 1 Ch. 210, 40 W. R. Dig. 89), and the second is *Re Richardson* (44 W. R. 279; 1896, 1 Ch. 512). What was done here was that the trustees set apart a certain amount of the estate to put the daughter and her children on the same footing as the sons. It seems to me that they have done that in fact, and that it was in their power so to do. I think, therefore, that the appropriation was good.—Counsel, *Coldridge*; *Rowden*; *Gatey*; *Stewart Smith*; *Buckmaster*. Solicitors, *E. G. Saunders*; *T. W. Hall*; *Douglas-Norman & Co.*

[Reported by J. I. Stirling, Barrister-at-Law.]

Re **SERLE. GREGORY** *v.* **SERLE.** Kekewich, J. 2nd April.

Landlord and Tenant—Breach of Covenant—Notice of "Particular Breach"—Forfeiture—Damages.

On the 31st of October, 1876, a house in Wellclose-square, Middlesex, was leased by M. A. K. Harding to Thomas Serle (since deceased) for forty-one years, at a yearly rent of £19. The lease contained a covenant by the lessee to well and sufficiently repair, uphold, and keep the premises, and all improvements and additions, and all and every party and other walls and posts, &c., and other appurtenances, &c., with all needful and necessary reparations, &c., when, where, and so often as occasion should require. And in every third year of the term to paint all the outside wood and iron-work belonging to the premises; and also, within the first seven years of the term, and within every subsequent seven years thereof, paint in like manner and whiten all the internal parts where usually painted and whitened. The lease also contained a proviso for re-entry for breach of the covenant to repair if the lessee should fail within three months to remedy the breach. On the 11th of August, 1893, the representatives of the lessor, in pursuance of the Conveyancing Act, 1881, s. 14 (1), served the following notice on the administrators of the estate of Thomas Serle, deceased: "We hereby give you notice that you have committed breaches of the covenant contained in the said lease. First, that you have not kept the said premises well and sufficiently repaired, and the party and other walls thereof; secondly, that you have not painted the outside wood and iron-work in every third year of the said term; thirdly, that you have not, within each seven years of such term,

painted and whitened all the internal parts of the said premises where usually painted and whitewashed. Now we do hereby require you to remedy the said breaches of covenant, and to make fair and reasonable compensation for the said breaches of covenant. And we hereby give you notice that, unless within one month or a reasonable time thereafter you remedy the said breaches, and make reasonable compensation in money for the said breaches, we will commence an action. . . ." The notice was not complied with, and in October, 1893, the house was entirely demolished by the London County Council as being a dangerous structure. At the time of the granting of the lease the premises were over 200 years old, and very dilapidated. This was a claim in an action for the administration of Thomas Serle's estate by the representatives of the lessor asking for liberty to establish their claim to damages for dilapidations and breach of covenant to repair upon the estate of the deceased, and for possession of the premises on forfeiture for breach of covenant.

KEKEWICH, J., said that as regards the first part of the notice it was not so distinct as to direct the attention of the lessee to the particular things of which the landlord complained, and that it was therefore bad as offending against the rules laid down by North, J., in *Fletcher* v. *Nokes*, (1897, 1 Ch. 271), and by Collins, L.J., in *Penton* v. *Barnett* (1898, 1 Q. B. 276). The second and third parts of the notice were sufficiently specific, but as the first part was bad they could not save the notice. It was also said that the lease gave three months in which to do repairs whereas the notice required them to be done in one; that was not an objection of moment, for it did not affect the statutory right of the lessee to have a reasonable time in which to do the repairs. If the notice were otherwise good it would be sufficient. On the authority of the above-mentioned cases his lordship held that the notice was bad and that the applicant was not therefore entitled to possession. With regard to the question whether the breach of the covenant gave a right to bring an action for damages, it was said that this was only a claim in an administration action and that while an action was maintainable, a claim like this for merely nominal damages could not be sustained. But the contention that the damages were merely nominal could not be supported. It was said that the house was so dilapidated that it could not be repaired. That was not a sufficient answer. The lessee was bound to repair, and it was not contended that he had. But it was said this was not a continuing breach because the house had been pulled down. His lordship was, however, of opinion that, notwithstanding the house had been pulled down, the breach was a continuing one, and that the lessee was therefore liable in damages and allowed the applicant to prove for damages caused by the breaches of the covenant up to the time when the premises were pulled down.—COUNSEL, *Warrington*, Q.C., and *Turrill*; *Renshaw*, Q.C., and *W. L. Richards*. SOLICITORS, *E. A. J. Breed*; *Anning & Co.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE FIELD STEAMSHIP CO. (LIM.) v. BURR. Bigham, J. 22nd March.

MARINE INSURANCE—COLLISION—CARGO RENDERED WORTHLESS BY WATER—CARGO OWNERS ABANDON SAME TO UNDERWRITERS—SHIPOWNER COMPELLED TO DISCHARGE AND DISPOSE OF CARGO—LIABILITY OF SHIPOWNER FOR EXPENSES SO INCURRED.

Commercial cause. The action was brought by the owners of the steamship *Elmfield* to recover a partial loss under a policy of marine insurance effected upon the hull and machinery of the steamship. The question raised was substantially whether the underwriters on a ship were liable under a policy in common form to pay expenses incurred by the shipowner in discharging and disposing of a cargo which had been so damaged in a collision that it became worthless and had been rejected by the cargo owners.

BIGHAM, J., in the course of his considered judgment, said during the currency of the policy *The Elmfield* was carrying a cargo of cotton seed on a voyage from Alexandria to London. On the 20th of December, 1896, she arrived in the Thames, when *The Derwent* ran into her and caused such serious damage to her hull below the water-line that it became necessary to run her ashore. Some of her cargo was removed in lighters, and on the 5th of January, 1897, she was towed to Millwall Dock, where it was intended that the remainder of her cargo should be discharged. It proved, however, that by the action of the water which had got into the ship in consequence of the accident the cargo had become rotten and offensive, and the sanitary authority ordered the shipowner to abate the nuisance and remove the cotton seed. The owners of the cargo meanwhile had given notice of abandonment to the underwriters, and neither they nor their underwriters would pay freight or take delivery, alleging, as was not disputed, that the cotton seed had become worthless. The plaintiffs under these circumstances made a contract with a firm to discharge the offensive cargo and spread it as manure on land a short distance away, at a charge of 5s. per ton. The major part of the plaintiffs' claim against the defendant and his re-insurers was admitted and paid, but the defendant denied liability for two items, the subject of this action—namely: (1) the charges incurred in dealing with the cargo after the date of the collision and before the contract for the disposal of the cargo; and (2) the cost of discharging and getting rid of the residue of the cotton seed as manure; which items together amounted to £1,042. The question was whether the defendant and his co-underwriters were under any liability to recoup the plaintiffs any, and, if so, what part of this expenditure. Mr. Joseph Walton contended for the plaintiffs that the expenditure in question was recoverable as having been caused by perils, which had come to the hurt, detriment, or damage of the ship within the meaning of the policy. The learned judge thought it was not enough for the shipowner to say: "The perils of the sea have caused loss to me, and you must indemnify me." He must go further, and shew that they had caused the loss of, or damage to, his ship. In his opinion the cost of dealing with and unloading and disposing of the cargo, or, as Mr. Walton called it, the filthy mass into which the cargo had been changed, was not a loss which had happened to the thing insured by any of the perils insured against. Sea perils or no sea perils, the shipowner had to empty his ship if he intended to use her again, and therefore the cost of doing it could not be said to be rendered necessary by reason of the perils insured against, it had to be incurred any way, and the fact that in the one case the shipowner would, by discharging become entitled to his freight, whereas in the other case he could not get his freight, seemed to the learned judge not to concern the underwriters on ship at all; and if he was not entitled to the cost of discharging it followed, *a fortiori*, that he was not entitled to the costs of dealing with or disposing of the cargo. In conclusion, he held as a fact that the plaintiffs had been fully paid by the underwriters for all that could properly be called the costs of repairing. They had, no doubt, incurred further consequential loss, but it was a loss for which the defendant was not in any way liable. Judgment would, therefore, be with the defendant with costs.—COUNSEL, *Joseph Walton*, Q.C., and *Lewis Noad*; *Carver*, Q.C., and *T. E. Scrutton*. SOLICITORS, *W. A. Crump & Son*; *Waltons, Johnson, Bubb, & Whatton*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REG. v. HUMPHREY. C. C. R. 2nd April.

CRIMINAL LAW—GAMING—PLACE USED FOR BETTING—PRIVATE THOROUGHFARE—BETTING ACT, 1853 (16 & 17 VICT. c. 119), ss. 1, 3.

Case stated by the Recorder of Leeds. The defendant was tried at the Leeds Quarter Sessions on an indictment under the Betting Act, 1853, charging him with having opened, kept, and used a certain place—to wit, an archway in Princess-street, Leeds—for the purpose of betting with persons resorting thereto on certain events and contingencies of and relating to a horse-race. The archway was a private thoroughfare, the property of certain mill-owners, and was the only means of access from Princess-street into a yard at the back of the mills, containing dwelling-houses, stables, and workshops, which were also their property. Humphrey had no right in the archway, nor had anyone except for the purpose of passing through the same into the yard and the houses, &c., therein. The archway was 29ft. 9in. long by 10ft. 11in. wide and 12ft. high. It was proved that the defendant had been present in the archway on the days in question, and had made bets with from thirteen to forty persons who had resorted thereto, receiving money, giving betting tickets, &c. The recorder directed the jury that the archway was a place within the statute, and that if they believed that Humphrey had on the days specified in the indictment used it for the purpose of betting they ought to find him guilty. The jury convicted the defendant and the recorder fined him £20.

THE COURT (Lord RUSSELL OF KILLOWEN, C.J., and HAWKINS, WILLS, KENNEDY, and RIDLEY, JJ.) affirmed the conviction.

Lord RUSSELL OF KILLOWEN, C.J., said that the argument for the appellant mainly rested on the decision of the case of *Powell* v. *Kempton Park Racecourse Co.* (1897, 2 Q. B. 242). Without expressing any opinion whether that was an authority which the present court would be bound to follow, it was clear that the opinions of the learned judges of appeal therein must be treated with deference and respect. The question then arose, Was that case one which should oblige this court to say that no offence against the statute had been committed? It would be matter for the greatest regret if that were taken to be the effect of the *Kempton Park case*. In the opinion of the learned judge it had no such operation at all. It was necessary to state the facts of that case in order to explain this view. In that case betting took place on a racecourse, to which multitudes resorted for purposes of sport. On that racecourse was an enclosure of large area which afforded opportunities of seeing the races, and in which there were constructions affording shelter from weather. Anyone who chose to pay the admission price was allowed to enter. The numbers varied. Some went there as bookmakers, others to "back their fancy," others merely to see the races. There was no appropriation of any distinct part of that large enclosure for the purpose of betting therein. The mere statement of those facts marked the difference between that case and the present. In this case there was a gateway open to the street at one end and a courtyard at the other. Its dimensions were about 29ft. by 10ft. The defendant habitually resorted to it, and "held the bank against all comers," for the purpose of betting of the worst class. It was betting away from the racecourse, and had no reference to sport. In that gateway he lay in wait—in wait for the express purpose of carrying on the business of betting with those who would bet with him. It had been admitted that this might be properly described as a place within the Act. It was obvious that it was so, and was capable structurally of being regarded as a place. Was it then used as a betting place? The answer to that was that the defendant habitually attended there alone as a bettor against all comers. There was therefore in existence everything to create the offence charged—both the place and the purpose. The conviction was therefore properly arrived at. He desired to add that it was not to the public advantage that there should be the ambiguity which existed as to the law on this matter. It was impossible to reconcile all the varying authorities. The cases that from time to time were brought up shewed that there was urgent need for legislation on the subject, and that speedily all ambiguity should be removed.

HAWKINS, J., concurred in everything that the Lord Chief Justice had said in respect of the case before the court. It was in accordance with

the decision in *Hawke* v. *Dunn* (1897, 1 Q. B. 579) and *Reg.* v. *Preedy* (17 Cox C. C. 433). As to *Powell* v. *Kempton Park*, the circumstances of that case were very peculiar, and, while treating the decision with all respect, no word of his must be taken as expressing approval of it. He agreed that legislation ought to take place, and was of opinion that some mode of arriving at a knowledge of the necessary facts ought to precede legislation. The present ambiguity was unfortunate and unseemly.

WILLS, J., said the general principle laid down in the *Kempton Park case* was that one test for decision of cases of this kind was the combination of circumstances relating to the characteristics of the spot, and the other test was the user of the spot. That as a general proposition could not be denied. Both elements of the offence were present in this case. The archway had every physical characteristic which was required to make it fall within the Act. The user was identical with that which it would have been if the place had been boxed in and placarded up like any office. How could it, then, be said that there was no evidence for a conviction? Speaking of the *Kempton Park case*, of course, that case being a decision of the Court of Appeal, it was entitled to the highest respect, and he was not prepared to say that this court might not be bound by it; but he much regretted the circumstances of the manner under which it came before the courts. It was an action brought for a purpose. Both parties to it were desirous to get rid of *Hawke* v. *Dunn*. Both parties agreed to a statement that the particular kind of betting carried on on the spot had existed since the beginning of the century. That statement made it difficult to see how such betting could come within the Act—for the Act passed in 1843 recited that "a kind of gaming has of late sprung up." It could not, it was true, be said that the judgment was based on that statement, but it was a material fact, possibly true, but collusively stated. It was very unfortunate that such a case should have come before the Court of Appeal to be the leading case. In the view of the learned judge there was urgent need for legislation. It was scarcely short of a scandal to have the leading authority on the subject obtained under the circumstances pointed out.

KENNEDY, J., concurred. He thought the present decision in no way conflicted with the *Kempton Park case*. It was therefore unnecessary to say anything more about it. He referred to the case of *Liddell* v. *Lofthouse* (1896, 1 Q. B. 295) as being undistinguishable from the present. He agreed in the importance of legislation on the subject, because questions on these points were continually being raised before the inferior courts all over the kingdom.

RIDLEY, J., concurred with the judgment of the Lord Chief Justice. Conviction affirmed.—COUNSEL, *Joseph Walton*, Q.C., and *G. J. Bankes*; *Asquith*, Q.C., and *C. Felix Palmer*. SOLICITORS, *Waddy & Kelsey*, for *H. Child*, Leeds; *Foyer & Hordein*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Winding-up Cases.

Re **THE SALE HOTEL AND BOTANICAL GARDENS CO. (LIM).** C. A. No. 2. 31st March; 1st and 5th April.

COMPANY—WINDING UP—PROMOTER—LIABILITY TO ACCOUNT OR MAKE COMPENSATION—"ANY MONEYS OR PROPERTY OF THE COMPANY"—WHETHER MONEY HAD AND RECEIVED TO THE USE OF THE COMPANY, BUT NOT ITS PROPERTY TILL RECEIVED BY THE PROMOTER, IS INCLUDED—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10.

This was an appeal from a decision of Wright, J. (sitting as an additional judge of the Chancery Division), who had made an order directing J. R. Hesketh to account to the Sale Hotel and Botanical Gardens Co. (Limited) for certain moneys received by him.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) allowed the appeal.

LINDLEY, M.R., in the course of his judgment, said: The company, it seems to me, never had a right to call upon Mr. Hesketh to account for that money. I am not prepared to put a narrow construction on section 10 of the Companies (Winding-up) Act, 1890, which enacts that "where, in the course of the winding up of a company under the Companies Acts it appears that any person who has taken part in the formation or promotion of the company . . . has misapplied or retained, or become liable or accountable for any moneys or property of the company," the court may "compel him to repay any moneys or restore any property so misapplied, . . . or to contribute such sums of money to the assets of the company by way of compensation in respect of such misapplication, retainer, . . . as the court thinks just." I cannot help thinking that any money which ought to be treated, whether on legal or on equitable grounds, as received by any promoter to the use of the company, falls within that discretion. I think the words "moneys or property of the company" are used in a popular sense. This is not a section which is concerned with drawing accurate lines between ownership and non-ownership; and I think it would be a very narrow construction of this part of the section to confine its operation to moneys which were the property of the company before they reached the pocket of the man whom it is sought to make accountable for them. But putting on those words the wider construction which I think one ought to put upon them, I look in vain for any obligation on Hesketh's part to hand over this money to the company.

RIGBY and VAUGHAN WILLIAMS, L.JJ., concurred.—COUNSEL, *McCall*, Q.C., and *R. Younger*; *Astbury*, Q.C., and *E. S. Ford*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *Roper, Briggs, & Crosse*, Manchester; *W. A. Gibb*, for *Charles Dunderdale*, Manchester.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

Solicitors' Cases.

Re **W. L. BUTLER (A SOLICITOR).** *Ex parte* **THE INCORPORATED LAW SOCIETY.** Div. Court. 1st April.

SOLICITOR—MISCONDUCT—INSTRUCTIONS TO ACT AS SOLICITOR FOR COMPLAINANT—IMPROPERLY RETAINED BALANCE OF A LOAN FOR HIS COSTS, WITHOUT AUTHORITY AND BEFORE ANY BILL OF COSTS WAS DELIVERED—SOLICITORS ACT, 1888, s. 13.

In this case the Statutory Committee of the Incorporated Law Society reported that the respondent William Leonard Butler, who was admitted a solicitor in April, 1891, and subsequently carried on business as Sedgwick & Butler at Stratford, received instructions to act in several matters for the complainant. The charges against him were that he had induced the complainant on false representations to pledge the lease of her house for a loan of £35 at an exorbitant rate of interest, and that he used the greater part of the money so obtained for his own purposes, being himself at the time in financial difficulties; that during part of the time the respondent was acting as solicitor for the complainant he was not in possession of a certificate entitling him to practise as a solicitor. Counsel for the solicitor denied that his client had misappropriated any of the money he had received on behalf of the complainant. He had done a great deal of work for her and had not been paid anything on account of his bill of costs. His financial difficulties arose from the fact that he had been the victim of another person, who was an unscrupulous man, and that the latter had openly stated his intention to ruin him. The charge of having acted without having renewed his certificate for a short time was *res judicata*. It had formed a charge in another complaint that had been brought against him, and the committee then found that the circumstances under which he omitted to take out his certificate for this period were such as not to amount to professional misconduct. [DAY, J.—You need not argue that point, the other charges are those that you have to meet.]

THE COURT (DAY and BRUCE, JJ.) held that the case shewed that the solicitor had been guilty of grave misconduct, and ordered that the name of William Leonard Butler should be struck off the rolls.—COUNSEL, *F. W. Hollams*; *Harold Hardy*. SOLICITOR, *E. W. Williamson*.

[Reported by ESSKINE REID, Barrister-at-Law.]

LAW SOCIETIES.

THE GENERAL COUNCIL OF THE BAR.

(*Continued from p.* 400.)

Matters Relating to Professional Conduct and Etiquette.—The attention of the Council has during the past year been drawn to various matters relating to professional conduct and etiquette, and the Council has taken such steps in reference thereto as upon consideration appeared advisable. The following are among such matters:—

(*I.*) *Retainer Rules.*—Numerous applications have been made to the General Council of the Bar during the past two years with regard to the meaning and enforcement of rules 14 and 20 of the rules regulating the practice as to retainers of counsel, prepared by the bar committee, and approved by the Attorney-General and the Incorporated Law Society in 1892. Rule 14 is as follows: "A counsel who has been specially retained is entitled to the delivery of a brief on every occasion to which the special retainer applies; provided always: A special retainer does not entitle a Queen's Counsel to the delivery of a brief on occasions when it is usual to instruct junior counsel only. Where more than one junior counsel has been retained, only one of such junior counsel is entitled to the delivery of a brief on occasions when it is usual to instruct one junior counsel alone." Rule 20 is as follows: "Counsel who has drawn pleadings or advised, or accepted a brief, during the progress of an action on behalf of any party shall not accept a retainer or brief from any other party without giving the party for whom he has drawn pleadings or advised, or on whose behalf he has accepted a brief, the opportunity of retaining or delivering a brief to him, but such counsel is entitled to a brief at the trial, and on any interlocutory application where counsel is engaged, unless express notice to the contrary shall have been given to him with the instructions to draw such pleadings or advise, or at the time of the delivery of such brief. Provided always such counsel shall not be entitled to a brief in any case where he is unable or unwilling to accept the same without receiving a special fee." The Council having fully considered the matter, have resolved: (1) That the said rules 14 and 20 be *enforced* by the following practice: "When a brief is offered or delivered to any counsel, and he finds that another counsel has become entitled to a brief within the meaning of rule 14 or 20, and has not been briefed, such first-named counsel ought where practicable to ascertain from the solicitor offering or delivering such brief whether there is any sufficient explanation why a brief has not been offered or delivered to such other counsel, and unless a satisfactory explanation is given ought to refuse to return the brief." An (2) "that such practice be henceforth considered a *Rule of the profession*."

(II.) *Re Clerks to Public Bodies Practising at the Bar.*—The attention of the Council having been called to the following resolution of the Council passed in October, 1896, and published in the Council's last annual statement, and adopted by the general meeting of the bar on the 4th day of May, 1897, viz.: "That a barrister holding the office of town clerk, clerk to guardians, or any similar public body, ought not to

practise at the bar." The Council have further resolved as follows: "That, in their opinion, a barrister would be justified in refusing to hold a brief with anyone who transgressed the above resolution, and that barristers ought not to hold briefs with members of the profession who wilfully transegress established rules of the profession." The Council are glad to notice that, as suggested in the last annual statement, the consolidated regulations of the four Inns of Court have been amended in accordance with the Council's suggestion. The declaration to be made by a student before call to the bar now contains a provision that if called to the bar he will not be or act as a town clerk, a clerk to a town clerk, a clerk to a board of guardians or overseers, or a clerk in the office of a county council, or hold any similar office *so long and while he is in practice as a barrister*.

(III.) *Re a Barrister Holding the Appointment of Coroner and Practising at the Bar.*—The ruling of the Council has been asked on the following points: (1) Is there any rule or custom of the bar to prevent a member of a circuit who holds an appointment as coroner in a county included in that circuit practising generally on that circuit—*i.e.*, at assizes, quarter sessions, police courts, county courts, &c.? (2) If yes, would such prohibition apply to the entire circuit, or only to such part of it as is included in the coroner's jurisdiction? (3) If the answer to (1) be "*no*," would the Council consider it an unprofessional or undesirable thing for a barrister who was a coroner to continue to practise on a circuit which included his coroner's district? The Council have replied: (1) "That they know of no rule of the profession to prevent a barrister holding such a position from so practising though they are unable to say that such a course might not offend against circuit rules. (2) That they would not consider it an unprofessional or undesirable thing for a barrister holding such a position to so practise so long as he does not appear as counsel in cases connected with or arising out of matters with which he has dealt as coroner."

(IV.)—*Re County Court Etiquette.*—The ruling of the Council has been asked on the following questions: (1) Is it contrary to etiquette for a barrister to sit or be present in a county court without holding a brief? (2) If it is permissible to be present, are robes permitted or undesirable? The Council have resolved as follows: (1) "That it is not contrary to etiquette for a barrister to attend a county court without being instructed in any case before the court." (2) "That there is no objection to a barrister so attending in robes."

(V.) The Council having had their attention drawn to a case in which a barrister, a member of a county council, appeared as counsel before a committee of such county council, resolved as follows: "That in their opinion it is undesirable that a barrister who is a member of a county council should appear as counsel before a committee of such county council."

(VI.) *Disputes as to Fees, &c., between Barristers and Solicitors.*—At the suggestion of the Incorporated Law Society, the Chairman of the Council has during the past year undertaken, in conjunction with the President of the society, the settlement of various differences which have arisen between members of the two branches of the profession. Before the matter is entertained the parties in dispute are required to sign the following memorandum: "We, the undersigned, hereby testify our consent to leave the matters in dispute between us to be settled by the Chairman of the General Council of the Bar, or some member of that Council to be named by him, and the President of the Incorporated Law Society, or some member of the Council of that society to be named by him, as they think fit, and to abide by their decision." It is believed that this method of settlement has been of service to the parties.

The Establishment of County Criminal Courts and the Extension of Jurisdiction of Quarter Sessions.—As mentioned in the last annual statement, the consideration of these most important questions was referred by the Council to the Standing Committee on Business and Procedure for consideration and report. The committee, in exercise of their power to invite any member of the bar to serve thereon, invited Mr. Dickens, Q.C., and Mr. Scott Fox so to serve. Sir Harry Poland was good enough to attend before the committee, who thus had the advantage of hearing his views on the matter at first hand. The committee sat for several months, during which they made extensive enquiries into the present system, and collected a large amount of valuable information, which was comprised in a lengthy report ultimately presented to the Council. The Council having, on several occasions, considered the matter, on the 12th of July resolved as follows: (1) "That no extension of the jurisdiction of quarter sessions as at present constituted is advisable." (2) "That the institution of a county criminal court for each county on the lines suggested by Sir Harry Poland is desirable."

The Conduct of Civil Business in the Queen's Bench Division of the High Court of Justice.—After quoting the reports already published, the Council say:

The Council understand that the Lord Chancellor is giving the matters referred to in the above reports his careful consideration.

Taxes Management Act, 1880 (43 & 44 Vict. c. 19).—Section 57 (9).—*Appeals.*—"No barrister, solicitor, attorney, or any person practising the law shall be allowed to plead before the said commissioners on such appeal for the appellant or officers either *vive voce* or by writing." It having been represented to the Council that complicated and difficult questions arise before the commissioners involving large sums of money, and that the taxpayer is precluded by the above section from any professional assistance, whereas the Revenue Authorities are represented by trained experts, The Council have resolved as follows: "That steps should be taken to enable persons appealing to the commissioners under the above section of the Taxes Management Act, 1880, to be represented by counsel on such appeals, if they should so desire."

Re Lay Advocates Appearing upon Local Inquiries.—The council learn that instances have occurred of persons appearing as advocates for parties on local inquiries who are neither barristers nor solicitors nor in any way connected with such parties. Thinking such a practice objectionable alike in the interest of the public and the profession, they have addressed a communication to the Incorporated Law Society with the object of ascertaining the views of the society upon the matter, and considering whether joint representations thereon should be made on behalf of the Council and the society to the departments under whose authority such inquiries are held.

Re The Long Vacation.—At the last annual meeting of the Incorporated Law Society, held on the 9th of July, 1897, the following resolution was passed: "That in the opinion of this society the duration of the Long Vacation should be reduced to eight weeks—first Monday in August to last Saturday in September." This resolution having been again approved at the annual provincial meeting, held at Sheffield on the 6th of October, 1897, was in the following December adopted by the Council of the society. The General Council of the Bar having been asked by the Council of the society to express their opinion on the subject, resolved as follows: "That it is not desirable that the proposal of the Incorporated Law Society to alter the Long Vacation by making it extend from the first Monday in August to the last Saturday in September be carried into effect."

Re The Defence of Prisoners by Counsel.—In consequence of a resolution moved before the Council to the effect that "it is desirable that every prisoner should be defended by counsel," the Council have appointed the following committee to consider and report generally upon the question of the defence of prisoners by counsel: Mr. Crackanthorpe, Q.C., Mr. Milvain, Q.C., Mr. Alderson Foote, Q.C., Hon. A. Lyttelton, M.P., Mr. Clavell Salter, Lord Robert Cecil, Mr. Guy Stephenson. The committee have already communicated with the official representatives of several British Colonies with a view to ascertaining what the practice is there.

Re The Appointment of Judges.—The Council have resolved as follows: "That in the opinion of this Council persons occupying subordinate judicial positions should not, save under very exceptional circumstances, be appointed to be justices of the High Court."

Re The Annual General Meeting.—The Council have during the course of the year adopted the following resolutions: (1) "That it is desirable that a general meeting of the Bar should be held at least once a year for the discussion of subjects of interest to the profession;" and (2) "That it is desirable that any member of the Bar should be at liberty to bring forward for discussion at the annual general meeting any resolution of which he has given notice pursuant to regulation 28, provided that in the opinion of the executive committee such resolution is a matter of general interest to the bar." The second of such resolutions would probably involve the amendment of the Council's regulations.

Re The Annual Election.—The Council have appointed a committee to consider the working of the rules relating to the election of the Council, and to report whether they can advantageously be altered or amended.

LEGAL NEWS.

OBITUARY.

Mr. Henry Gribble, solicitor, senior partner in the firm of Messrs. Gribble, Gouldsmith, & Gribble, of Bristol, died on the 5th inst. at the age of seventy-six years. He had for some time suffered from severe illness, which was aggravated by grief caused by the death of one of his sons, Mr. E. L. Gribble, in January of last year. He was admitted in 1844, and had been in practice for more than half a century, his firm consisting of himself, Mr. Samuel S. Gouldsmith, and Mr. H. E. Gribble. Mr. Gribble's funeral took place at Westbury-on-Trym, and was largely attended. The first part of the service was held at Emmanuel Church, Clifton.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Thomas Holbeche and Henry William Patey, solicitors (Holbeche & Patey), 17, Ironmonger-lane, Cheapside, London, 22, High-street, Hitchin, and Bridge-street, Shefford. March 25.

Francis Cecil Lane and Montague White White, solicitors (Lane & White), Plymouth. March 26. The said Francis Cecil Lane and Charles Edward Cottier will continue the said business under the style or firm of Lane & Cottier.

Edmund Gifford Ames and Herbert Edmund Ames, solicitors (E. G. Ames & Son), Frome, Radstock, and Midsomer Norton. March 31. The said Herbert Edmund Ames and Alfred Percy Ames, of Frome, will henceforth carry on the business at the same places and under the same style.

[*Gazette*, April 8.

GENERAL.

A Provincial Grand Lodge of Mark Masons for Cornwall was held at Truro on Wednesday for the installation of Lord Halsbury as Provincial Grand Master.

A Washington lawyer, says the *Albany Law Journal*, recently appeared as counsel in a case before a justice of the peace, and found it necessary to make frequent objections to the evidence the opposing counsel was

attempting to introduce. The justice looked first annoyed and then indignant at these frequent interruptions. Finally he could contain himself no longer, and roared out: "What kind of a lawyer are you, anyway?" "I am a patent lawyer," replied the attorney with dignity. "Well," retorted the justice scornfully, "when the patent expires you will have a hard time getting it renewed. Go on with the case!"

The *Albany Law Journal* prints the text of a Bill which has just become law, providing for the registration of attorneys and counsellors-at-law in the State of New York, which comes into effect on the 1st of September next, and provides that on and after the 1st of January, 1899, it shall be unlawful for any person to practise law in that State without having registered. As there are in the State probably between fourteen and fifteen thousand attorneys, the time allowed is none too long. There are, says the *Journal*, hundreds of persons—the largest number, of course, in the city of New York—who are and have been for years practising law without having been admitted.

Mr. W. A. Casson, the Local Government Board auditor, has, says the *Times*, surcharged the members of the Ampthill Urban District Council with fees paid to a water-diviner, on the ground that the diviner had made pretence to a power within the meaning of the decision in the case *Reg.* v. *Maria Giles* (34 L. J. M. C. 54), in which it was held that "The pretence of a power, either physical, moral, or supernatural, and obtaining money by the false assertion of such a power, whatever it may be, is an indictable offence under the letter of the statute and within the mischief intended to be prevented by it." The consideration in the agreement for the water-diviner's employment was therefore an illegal one, and the agreement for such employment void in law.

The forty-fifth report of the Charity Commissioners for 1897, which has been recently issued, shows that during the year the number of orders made was 4,119 (as against 3,629 in 1896, 3,079 in 1895, 3,130 in 1894, and 3,113 in 1893), and of these 715 were orders for the appointment or removal of trustees, for the establishment of schemes for the regulation of charities, or for vesting their real estate. The total sum of stocks and investments held by the official trustees of charitable funds on the 31st of December, 1897, amounted to £18,774,270, divided into 19,722 separate accounts. This sum is irrespective of certain securities expressed in terms of foreign currencies, and also of certain other securities. During the year sums of stock amounting in the aggregate to £269,535 were sold or transferred by the official trustees.

Mr. Preston, writing to the *Times*, says that a Parliamentary return, recently issued, gives some interesting facts and figures as to funds in Chancery. It appears that the receipts and transfers into the Supreme Court of Judicature (England) during the year ended the 28th of February, 1897, were £14,250,992 4s. 3d. This sum, added to the balance in hand on the 1st of March, 1896, makes a total of £73,983,760 12s. 10d. After payments out of court to successful claimants and others, amounting to £15,671,768 5s. 4d., there remained in hand, in cash and securities, on the 28th of February, 1897, the large balance of £58,311,992 7s. 6d., exclusive of several items under the head of "Foreign Currencies." The number of suitors' accounts is 44,725, and, according to the official list of dormant funds, some 5,000 relate to accounts undealt with since 1877.

Mr. F. A. Stringer, writing to the *Times*, says: "In the course of an investigation for the purpose of an encyclopædia article, I have come across some facts which I trust may induce our legislators to relieve the millions of witnesses who are sworn every year from the medically-certified risk involved in taking the oath in the ordinary established form. The first is that, although the practice of requiring an oath in support of testimony has prevailed in this country for at least a thousand years, probably longer, the practice of swearing by kissing the Bible or Testament is not more than 150 years old. It is certain that at the end of the seventeenth century the ordinary established method was for the witness to swear by placing his hand on the Bible. So far as I am aware, no record exists prior to the middle of the eighteenth century to shew that the Bible was kissed by the witness in swearing. The second important fact is that, though in all other respects the form of oath has remained practically the same for centuries throughout Christendom, the practice of 'kissing the Book' is peculiar to England, and does not exist, and never has existed, in any other country."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, April 18	Mr. Jackson	Mr. King	Mr. Pemberton
Tuesday 19	Carrington	Farmer	Ward
Wednesday 20	Jackson	King	Pemberton
Thursday 21	Carrington	Farmer	Ward
Friday 22	Jackson	King	Pemberton
Saturday 23	Carrington	Farmer	Ward
	Mr. Justice Kekewich.	Mr. Justice Romer.	Mr. Justice Byrne.
Monday, April 18	Mr. Leach	Mr. Lavie	Mr. Godfrey
Tuesday 19	Beal	Pugh	Rolt
Wednesday 20	Leach	Lavie	Godfrey
Thursday 21	Beal	Pugh	Rolt
Friday 22	Leach	Lavie	Godfrey
Saturday 23	Beal	Pugh	Rolt

CIRCUITS OF THE JUDGES.

SPRING ASSIZES, 1898.	Northern.	N. Eastern.
Commission Days.	Bruce, J. Bigham, J.	Channell, J.
Monday, April 18	Manchester 2 (Civil and Criminal)	
Monday, May 2	Liverpool 2 (Civil and Criminal)	
Friday, " 6		Leeds (Criminal)

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

April 19.—Messrs. Wriford & Dixons, at the Mart, at 2 p.m., Freehold Properties in the West End of London, let on repairing leases to tenants of old standing, producing £556 per annum; Licensed Corner Premises near Regent-street, let on lease at £100 per annum; Freehold Ground-rent of £120 per annum, secured upon Nos. 1 to 20, Bolton Studios, South Kensington, with reversion in 66 years; Freehold Ground-rents of £70 per annum, secured upon property in Holborn, with reversion in 86 years; Freehold Dwelling-house near to Tottenham Court-road, let and producing £106 per annum, with Workshop let at £16. Solicitors, Messrs. Dixon, Weld, & Dixons, London. (See advertisements, April 2, p. 5.)

April 19.—Messrs. Herring, Son, & Daw, at the Mart, at 2 p.m., Leasehold Residence in Streatham, containing 8 bed and 3 reception rooms, stabling, greenhouses, &c., in all about 1 acre. Solicitors, Messrs. Wellborne & Son, London. (See advertisement, April 2, p. 4.)

April 20.—Messrs. Douglas Young & Co., at the Mart, at 2 p.m.:

Barking-Side.—Freehold; 3½ miles from Ilford; seven rooms; 2½ acres of ground. Solicitors, Messrs. King & Jenkins, London.

Kennington.—Copyholds; Two Shops, Lower Kennington-lane; let at £125 per annum. Also Short Leaseholds producing £145 8s. per annum. Solicitors, H. J. Sydney, Esq., and J. G. Kempster, Esq., both of London.

Brixton.—20, Gately-road; eight rooms; let at £40; lease 70 years. Solicitors, Messrs. Vandercom & Co., London.

Clapham Junction.—Two Shops, let on lease at £60; Laundry, let at £45; lease 83 years. Solicitors, Messrs. Hicktin, Washington, & Pasmore, London.

Chelsea.—Family Residence, £70 per annum; lease 63 years. Solicitors, Messrs. Riddell, Vaizey, & Smith, London.

Clapham.—An 8-roomed House, let at £36; lease 70 years.

Peckham.—Four Houses, let at £36 per annum each; lease 70 years.

Five Leasehold Investments, held for long unexpired terms; rentals, £26, £20, £27 6s., 6s. 6d. and 7s. each, 6s. 9d. and 7s. 6d. each. Solicitor, H. S. Woodd, Esq., London.

Brixton.—Six Leasehold Shops, producing £219 11s. per annum; lease 25 years. Solicitors, Messrs. Halse, Trustram, & Co., London.

Brixton.—Leasehold Residence, let at £90; Nursery Ground, let at £10; and Ground-rents on seven adjoining houses, with reversions to rack-rentals for terms of 11 and 18 years; lease 37½ years unexpired. Solicitors, Messrs. Halse, Trustram, & Co., London.

Clapham Junction.—Ten rooms; let at £10; lease 223 years. Solicitors, Messrs. Halse, Trustram, & Co., London.

Chelsea.—Eight Cottages, producing £124 16s. per annum; lease 50 years; ground-rent £12. Solicitors, Messrs. Halse, Trustram, & Co., London.

(See advertisements, April 2, p. 5.)

April 20.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m., Leasehold Residence at Regent's Park, in the occupation of George R. Sims, Esq., producing £250 per annum. Solicitors, Messrs. Paul E. Vanderpump & Eve, London. Three Twelve-roomed Residences at Notting Hill, held for 66 years, of the value of £70 each. Solicitors, Messrs. Sanderson, Adkin, & Lee, and Messrs. Lake & Lake, all of London. Leasehold Shop in Sydenham, held for 97 years and let at £55 per annum. Solicitors, Messrs. E. C. Kilsby & Son, London.

April 21.—Mr. Joseph Stower, at the Mart, at 2 p.m., Freehold Dwelling House in New Cross-road, let until September, 1902, at £36 per annum. Solicitors, Messrs. Morley, Shirreff, & Co., London. A Freehold Ground-rent of £8 13s. 6d. per annum, secured upon manufacturing premises in Clerkenwell, with early reversion to rack-rent of £70 per annum; also a Freehold House, opposite St Catherine's Docks, let at £21 per annum. Solicitors, Messrs. Crosse & Sons, London. Leasehold Investment, comprising Shop and Dwelling-house in St. Pancras, held for 20 years at ground-rents amounting to £76 per annum. Solicitors, Messrs. S. Hughes & Sons, London. (See advertisements, this week, p. 3).

April 21.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2 p.m.:

REVERSIONS:

To One-fourth of a Trust Estate, value £41,223 in first-class Stocks; lady aged 62. Solicitors, Messrs. Winterbothams & Gurney, Cheltenham.

To a Legacy of £1,000; lady aged 58. Solicitors, Messrs. Preston, Stow, & Preston, London.

To One-fifth of a Trust Estate, value £22,000 in American Stock; lady aged 60. Solicitor, H. Stanley-Jones, Esq., London.

To One-sixteenth of a Trust Fund of £2,700, on mortgage and cash in hand; lady aged 71, provided reversioner, aged 38, survive her; also a similar reversion, provided reversioner, aged 43, survives. Solicitor, Howard Smith, Esq., London.

To one-third of Freehold Properties situate in Worcester, Hereford, & Gloucester, value £38,000; lady aged 34 and gentleman aged 30. Solicitors, Messrs. F. J. & G. J. Braikenridge, London.

AN ANNUITY:

Of £200, payable during life of gentleman aged 50, with Policy. Solicitor, H. Stanley-Jones, Esq., London.

FREEHOLD GROUND-RENTS:

One-eighth share on Shop Property at Peckham, producing £343 per annum. Solicitors, Messrs. C. & E. Woodroffe, London.

ROYAL ALBERT HALL:

Two Stalls. Solicitors, Messrs. Dawes & Sons, London.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CROSTA PATENT NUT SYNDICATE, LIMITED—Creditors are required, on or before May 9 to send their names and addresses, and the particulars of their debts or claims, to Samuel William Hutton, 99, Gresham st. Green & Williams, Nottingham, solors

E. MOREWOOD & Co, LIMITED—By an order made by Wright, J., dated March 23, it was ordered that the voluntary winding up of the company be continued. Paterson, Finsbury circus, solors to petners

ENGLISH AUTOMOBILE HORSELESS CARRIAGE SYNDICATE, LIMITED—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Percy Hulburd, 151, Leadenhall st. Dixon & Co, Lancaster place, Strand, solors for liquidator

LICENSED TRADES PROTECTORATE, LIMITED—Petn for winding up, presented April 6, directed to be heard on April 20. Bull, Clement's inn, Strand, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

LONDON DRAPERY STORES, LIMITED—Creditors are required, on or before May 6, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Lister Blow, 28, King st, Cheapside. Warner & Co, Great Winchester st, solors for liquidators

RYDER & Co, LIMITED—Petn for winding up, presented April 4, directed to be heard on April 20. Ford & Co, Bloomsbury sq, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

SECOND AUSTRIAN INCANDESCENT SHARE Co, LIMITED—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Hayes and William Henry Gillett, 41, Moorgate st. Francis & Johnson, Austinfriars, solors for liquidators

STEVENS & SON (CARDIFF), LIMITED—Creditors are required, on or before May 13, to send their names and addresses, with particulars of their debts or claims, to John Edwin Gunn, Westgate chmbrs, Westgate st, Cardiff. Cousins & Co, Cardiff, solors for liquidator

WULFFSOHN & BEWICKE, LIMITED—Petn for winding up, presented April 5, directed to be heard on April 20. Dowson & Co, Surrey st, Victoria Embankment, agents for Gibbons & Arkle, Liverpool, solors to petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

COUNTY PALATINE OF LANCASTER.

FRANCIS MORTON & Co, LIMITED—Petn for winding up, presented March 10, directed to be heard April 25, before Vice-Chancellor of the Duchy, St George's Hall, Liverpool. Yates & Co, 1, Victoria st, Liverpool, solor to petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 23

FRIENDLY SOCIETY DISSOLVED.

UNITED SONS OF HARMONY, Britannia Theatre Tavern, High st, Hoxton. March 30

London Gazette.—TUESDAY, April 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFRICAN INDIA RUBBER, MAHOGANY, AND DEVELOPMENT Co, LIMITED—Petn for winding up, presented April 7, directed to be heard before the Court sitting in Bankruptcy bldgs, Carey st, April 20. Halse & Co, 61, Chespside, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 18

BASS & FLINDERS GOLD MINING Co, LIMITED—Petn for winding up, presented April 1, directed to be heard April 20. Francis Miller & Steele, St Stephen's chmbrs, Telegraph st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

METROPOLITAN AND PROVINCIAL STORES, LIMITED—Petn for winding up, directed to be heard March 30, was adjourned by the Court, and will be heard Wednesday, April 20. Francis & Johnson, 26, Austin Friars, solors for company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 19

FRIENDLY SOCIETIES DISSOLVED.

BRITISH UNITED ORDER OF THE ROSE OF UNITY FRIENDLY SOCIETY, 2, Addison st, Crook, Durham. March 30

OAKLEY JUVENILE FORESTERS, Temperance Hall, Thomas st, Cirencester, Gloucester. April 6

SICK AND BURIAL SOCIETY, Parochial School, Cuckney, Nottingham. March 30

WIDOW AND ORPHANS' FUND BRIGHTON DISTRICT UNITED ANCIENT ORDER OF DRUIDS, 74, Cobden rd, Brighton. April 6

WOODBOROUGH FRIENDLY SOCIETY, Rose and Crown Inn, Woodborough, Wilts. April 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 1.

MAUD, HENRY, Preston, Beerseller May 2 Lumb & Co v Crook, Registrar, Preston Dallas, Preston

PURROTT, CHARLES, Great St Helen's, Merchant May 6 Still v Purrott, Stirling, J Bolton & Co, Temple gdns, Temple

SHADFORTH, ROBERT, Sunderland May 2 Sivewright v Shadforth, Kekewich, J Skelton, Lincoln's inn fields

London Gazette.—FRIDAY, April 8.

POPPLEWELL, BENJAMIN, Mirfield, York, Oil Extractor May 9 Popplewell v Popplewell, Romer, J Edmonds, Clifford's inn, Fleet st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 5.

ABBOTT, THOMAS DOMAN, Morecambe, Lancs, Clerk April 18 Fawcett, Morecambe

ATKINS, EMILY CLARA, Dinan, France May 14 St Barbe & Co, Delahay st, Westminster

BATTERSBY, ROBERT WILLIAM, Scarborough June 1 Tate & Co, Scarborough

BEARD, EMMIA, Hednesford, Stafford April 30 Crump & Barrows, Walsall

BECK, MARY, Barrow in Furness May 15 Townsend, Barrow in Furness

BEDDINGTON, BYAM LEOPOLD, Cornwall ter, Regent's Park May 16 Montagu & Co, Bucklersbury

BILLIAT, HANNAH, Hartford, Huntingdon April 26 Hunnybun & Sons, Huntingdon

BOND, MARGARET, Lower Edmonton May 8 J N Mason & Co, Gresham st

BYATT, WILLIAM, Alton, Stafford May 2 Cull & Brett, Cheadle, Stoke on Trent

CARTMEL, THOMAS, Barrow in Furness April 30 Cartmel, Kendal

CHADWICK, SAMUEL BECKETT, Sutton, nr Prodsham May 31 Davies & Co, Warrington

CHILCOTT, JOHN GILBERT, Gwendroe, Truro May 8 Chilcott & Sons, Truro

COGSWELL, HENRY CHARLES, South Kensington May 6 Spottiswoode, Norfolk st

COOKSON, JIMMY, Stainland, nr Halifax, Joiner May 3 Longbotham & Sons, Halifax

CROSS, GEORGE HENRY, Barking, Essex, Grazier May 7 Tyler, Ilford

CUMING, ERNEST RAGWELL, Bradninch, Devon April 26 W & H Smith, Dartmouth

DANGER, MARY, Bournemouth April 30 Reed & Co, Bridgwater

FLOCKTON, WILLIAM, Scarborough May 4 Birdsall & Cross, Scarborough

GIBBORNE, WILLIAM, Allestree Hall, nr Derby May 2 Ravenscroft & Co, John st, Bedford row

GLAISYER, THOMAS, Brighton May 14 Glaisyer, Birmingham

HOOD, THOMAS COCKBURN, Aldershot May 9 Guscotte & Co, Essex st, Strand

HUGHES, MARY, Ellaston, Stafford, Housekeeper May 1 Burgoynes & Co, Oxford st

HUGHES, MARY CATHERINA, Portsdown rd, Maida Vale May 28 Lawrence & Co, Bristol

HUMPHRYS, WILLIAM CHARLES, Southampton May 16 Rastrick, Newington causeway

HURT, GEORGE, Nottingham, Milk Dealer May 3 Dowson & Wright, Nottingham

HUTCHINSON, THOMAS, Lowdham, Nottingham, Builder May 14 Eking & Wyles, Nottingham

JEFFERSON, SARAH, East Dulwich May 2 Ravenscroft & Co, John st, Bedford row

KNIPE, Rev. JAMES JOHN ROBINSON LEIGH, Levenham Rectory, nr Cambridge May 4 Webb, Bucklersbury

LIGHTFOOT, CATHERINE ANN, Exeter May 14 Sparkes & Co, Exeter

LODER, EDWIN PECKHAM, Little Braithwaite, nr Keswick, Cumberland May 5 Lowthian, Keswick

LONGSLOW, MARTHA, Kettering, Northampton May 18 Bull, Kettering

LUCAS, CHARLES, Clapton May 17 Randall & Son, Copthall bldgs

MCLANACHAN, MARY, Chesterfield, Derby May 24 Stanton & Walker, Chesterfield

MAJOR, FREDERICK, New Cross, Licensed Victualler April 30 Foy & Co, New Cross rd

MAKIN, ROSANNA, Preston April 18 Dean & Waterhouse, Blackpool

POWELL, THOMAS, Morriston, Glam, Grocer May 14 Johnston & Co, Finsbury pavt

REED, ELIZABETH, Lechlade, Glos May 2 Dawes & Sons, Angel ct

ROBINSON, ELIZABETH, Salisbury, Wilts May 1 Hodding & Jackson, Salisbury

ROBINSON, JANE, Morpeth May 12 Brett, Morpeth

PENSHETT, EDWARD RUSSELL, Stafford, Merchant May 10 Ward, Dudley

RUSSELL, EDWARD THOMAS, Coptic st, Bloomsbury May 9 Russell & Co, Old Jewry chmbrs

SENNITT, WILLIAM, Stretham, Cambridge May 12 Hall, Ely

SMALLWOOD, HENRY, Silverdale, Heswell May 3 Lamb & Co, Birkenhead

STAMP, CELINE VICTOIRE, Honiton, Devon May 5 Stamp & Co, Honiton

STANLEY, DOUGLAS AMETHWAITH, West Chapel st, Mayfair May 14 Baker & Co, Lincoln's inn fields

STENNARD, HENRY JAMES, Combe Down, nr Bath, Quarrymaster May 25 O'Donoghue & Anson, Bristol

TURNER, ALFRED HENRY, Woodbridge, Suffolk May 4 Webb, Bucklersbury

WÆRN, ERNST EINAR, Gracechurch st April 30 Wild & Wild, Lawrence lane

WALKER, WILLOUGHBY NEWTON, Gower st May 9 Lee & Pembertons, Lincoln's inn fields

London Gazette.—FRIDAY, April 8.

BEETLES, SARAH ANN, Chipping Norton, Oxfords May 5 Breed, Old Jewry

BUSH, SAMUEL AMOS, Byfield, Northampton May 2 Fairfax, Banbury

CARTMEL, THOMAS, Penrith, Cumberld May 3 Bleaymire & Shepherd, Penrith

CHRISTMAS, JOHN, Bingham, Notts, Railway Clerk May 1 Watts, St Ives, Hunts

CHURCH, MARIA, East Bergholt, Suffolk May 6 Synnot, Manningtree

COLLINGHAM, JOSEPH, Nottingham, Farmer May 14 Alcock, Mansfield

COOKSON, MARY, Gt Malvern May 12 Rowley & Co, Birmingham

CORNER, THOMAS, Upper Tulse-hill May 2 Mitchell & Macartney, Gravesend

DORAN, THOMAS, Wigan May 1 Price, Wigan

DUFFETT, ANNE COLLINS, St John's Wood April 30 Newman & Co, Clement's inn

ECCLESTONE, THOMAS, West Hampstead May 19 Newton & Co, Gt Marlborough st

ELLIOTT, ROBERT, Salford, Public house Manager May 2 Shippey & Jordan, Manchester

FOWLIE, JOHN COUTTS, Buckland cres, Belsize pk May 7 Murray & Co, Birchin la

FRY, JANE AUGUSTA, Hornchurch, Essex May 14 Henderson & Co, Philpot la

FYFFE, ELIZABETH GRAHAM, Cambridge tce, Hyde Park May 14 Verrall & Borlase, Brighton

GABRIEL, JOHN TOM, Stafford pl, Buckingham gate May 18 Murray, Warwick st, Regent st

GODFREY, WILLIAM THOMAS, Ingham, Lincoln, Farmer May 31 Toynbee & Co, Lincoln

GOODY, THOMAS, Copford, Essex, Innkeeper May 20 Jones & Son, Colchester

HALES, EDWARD, Tunbridge Wells May 15 Tilleards, Lombard ct

HARRISON, HENRY, Coverham, York, Yeoman May 20 Maughan, Middleham

IBLER, CHARLES RICHARD CURZON, Huyton, Lancs, Manure Manufacturer May 12 Yates & Co, Liverpool

JONES, THOMAS, Newtown, Montgomery, Timber Merchant June 1 Powell, Newtown

JONES, WALTER WILLIAM, West Hartlepool, Sailor May 31 Langley & Elliot, Stockton on Tees

LAKE, ALMERIA, Maidenhead, Berks May 5 Tylee & Co, Essex st, Strand

LEATHER, GEORGE HENRY, Bradford May 30 Mossman & Co, Bradford

LEAVER, Rev WILLIAM HENRY ACOME, Cooling Rectory, nr Rochester May 1 Marris & Brownjohn, Quality ct, Chancery lane

MACDONALD, JOHN CORSIE, Singapore, Straits Settlements May 20 Alexander & Robertson, Aberdeen

MILLER, SUSAN PAGE, Longport, Stafford May 7 Marshall & Ashwell, Stoke upon Trent

MONEY-SHEWAN, GEORGE, Trieste, Austria May 7 Maddisons, King's Arms yard

MOSES, RICHARD HENRY, Birmingham, Labourer May 7 Blackham & Taylor, Birmingham

MULLINGS, ELIZABETH FRANCES, Bath May 10 Hertslet, Hornsey rise

NEEDHAM, WILLIAM HENRY, Sheffield, Carting Contractor May 16 Webster & Styring, Sheffield

NIVEN, HARRIET, Chelsea May 17 Walters & Co, New sq

PHIPPEN, ELI, Highgate, Nurseryman May 11 Howard & Shelton, Tower chmbrs, Moorgate

ROWLANDS, RICHARD WILLIAMS, Bangor, Carnarvon May 6 Thornton Jones, Bangor

SHEFFIELD, SARAH, Deptford May 28 Plews, Rood la

TURNER, JANE, Manchester May 14 Slater & Co, Manchester

BUYTEN, CAROLINE FRANCK, née VAN, Leicester pl, Leicester sq May 28 Michael Abrahams & Co, Old Jewry

WALTER, JOHN, Shepherd's Bush May 17 Baileys & Co, Berners st

WARREN, WILLIAM ROBERT, Witheridge, Devon May 6 Metcalfe & Birkett, Raymond bldgs

WELDIN, MARY, Humber, Hereford May 9 Robinson & Son, Leominster

WHEELER, WILLIAM, Tudor st, Cloth Factor June 1 Fraser, Soho sq

WHITE, ANN, Eccles, nr Manchester May 10 La Coste Bowden, Manchester

WINTER, MARTHA ELIZABETH, Gainsborough July 22 Iveson & Son, Gainsborough

London Gazette.—TUESDAY, April 12.

BASKERVILLE, WALTER THOMAS MYNORS, Radnor May 12 Francis & Calder, Adelaide pl, London bdge

EDGAR, ROBERT, Halifax May 2 Storey & Willans, Halifax

FARRAR, ALBERT, Brighouse, York, Baker June 1 George Furniss & Co, Brighouse

FLANSTEAD, CHARLOTTE CATHERINE, Bournemouth May 26 Riddell & Co, John st, Bedford row

GRIFFIN, JOHN JOSEPH, Plaistow, MD May 12 Guillaume & Sons, Salisbury sq

LANGBEIN, HENRY CARL, Boscombe May 9 Foster, Gracechurch st

PEBISTAN, JOSEPH, Lincoln May 7 Andrew & Trotter, Lincoln

PROCTER, EMMA, Fulham June 5 Merriman & Co, Austin Friars

SMITH, ANDREW, Compton, nr Winchester June 1 Bowker & Sons, Winchester

SMITH, MARY LOUISE, Redland, Bristol May 12 Wansbrough & Co, Bristol

STELFOX, JOHN WILSON, Earlestown, Lancs, Bootmaker April 16 Longton, Warrington

STREATER, JAMES HOBBS, Sloane st, Chemist May 14 Child & Child, Sloane st

WITHINGTON, ELIZABETH, Bury, Lancs May 11 Crompton, Bury

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 8.

RECEIVING ORDERS.

ALESBURY, JAMES, Pwllypant, Glam, Collier Cardiff Pet April 4 Ord April 4

ASHWORTH, GEORGE HENRY, Dewsbury, York Dewsbury Pet April 5 Ord April 5

BAMFORD, JOHN EDWARD, Manchester, Quilt Manufacturer Manchester Pet March 18 Ord April 6

BASNETT, JAMES MCMURK, Stoke upon Trent Stoke upon Trent Pet April 5 Ord April 5

BAYLY, GEORGE, Earl's Court rd, Hosier High Court Pet March 15 Ord April 5

BERENDT, HENRY, Charterhouse bldgs, Goswell rd, Clock Manufacturer High Court Pet March 14 Ord April 5

BLAKEMORE, TOM, Burton on Trent, Licensed Victualler Burton on Trent Pet April 2 Ord April 2

BRALESFORD, WILLIAM, Nottingham, Commission Agent Nottingham Pet April 5 Ord April 5

BRICE, E H, Highbury, Cab Proprietor High Court Pet March 11 Ord April 5

BRIGG, THOMAS HARGREAVES, Harley st, Cavendish sq, Civil Engineer High Court Pet Feb 28 Ord March 28

BROCKLESBY, WILLIAM, Leeds Leeds Pet April 2 Ord April 2

BURRILL, ROBERT, Fareham, Hants, Auctioneer Portsmouth Pet March 17 Ord April 1

CARAPATA, PETER, Sutherland avue, Harrow rd, General Mining Agent High Court Pet Sept 3 Ord April 5

CARTER, GEORGE, Stoke St Milborough, Salop, Machinist Leominster Pet April 5 Ord April 5

CLUCAS, GEORGE, Liverpool, Baker Liverpool Pet April 5 Ord April 5

COATES, JOHN, Bradford, Yarn Merchant Bradford Pet March 26 Ord April 6

COLLINS & Co, Pentonville rd, Wall Paper Merchants High Court Pet March 25 Ord April 5

CRAVEN, GEORGE HARRY, Pickering, Yorks, Corn Miller Scarborough Pet March 23 Ord April 6

DEATH, MICHAEL, Cricklewood High Court Pet March 16 Ord April 5

DE RHODES, STANISLAS, Dulwich High Court Pet March 11 Ord April 5

DEWICK, THOMAS JAMES, Barbican, Printer High Court Pet April 5 Ord April 5

FLEETWOOD, THOMAS JAMES RICHARDSON, St Just in Roseland, Cornwall, Innkeeper Truro Pet April 6 Ord April 6

HARVEY, GEORGE, and JOHN HARVEY, Wellington, Salop, Coachbuilders Madeley Pet April 4 Ord April 4

HIRST, HENRY, Liversedge, York Dewsbury Pet April 6 Ord April 6

HOBBINS, SAMUEL WASS, Stourton, Lincs High Court Pet July 17 Ord April 1

HORWOOD, FREDERICK, Yardley, Worcesters, Boot Maker Birmingham Pet April 4 Ord April 4

JELLIE, JOHN STEPHENSON, Clifton, Bristol, Schoolmaster Bristol Pet April 6 Ord April 6

KEAST, WILLIAM, East Looe, Cornwall, Watchmaker Plymouth Pet April 5 Ord April 5

KELLY, JOHN JOSEPH, Liverpool, General Draper Liverpool Pet April 4 Ord April 4

KENNEDY, SIDNEY SCOTT, Abchurch lane High Court Pet March 16 Ord April 6

LANDES, JEAN, and JOSEPH REICHER, Manchester, Merchants Manchester Pet March 23 Ord April 5

LEFEVER, WALTER ALEXANDER, Hackney rd, Timber Merchant High Court Pet March 17 Ord April 6

LORD, JAMES, Byfield, Northampton, Butcher Northampton Pet April 6 Ord April 6

MAY, JOHN WILLIAM, Clapham, Butcher Wandsworth Pet April 2 Ord April 2

MOULD, ENOCH, JOSEPH ENOCH MOULD, BENJAMIN MOULD, JOSHUA MOULD, CALEB EPHRATAH MOULD, ISAAC MOULD, Scholar Green, Chester, Colliery Proprietors Macclesfield Pet April 2 Ord April 2

ORMANDY, WILLIAM, Southport, Estate Agent Wigan Pet April 6 Ord April 6

PHILLIPS, ALFRED, Cardiff, Horse Dealer Cardiff Pet April 4 Ord April 4

PLATNAUER, ALBERT LOUIS, and PERCY LOUIS PLATNAUER, Birmingham, Wholesale Jewellers Birmingham Pet April 6 Ord April 6

PRATT, JAMES, Bradford, Contractor Bradford Pet April 5 Ord April 5

PRICE, DAVID, Swansea, Milk Vendor Swansea Pet March 23 Ord April 4

PROCTOR, CHARLES, Green st, Bethnal Green, Furniture Broker High Court Pet March 17 Ord April 6

RICHARDS, WILLIAM FRANK, Didsbury, Lancs, Plumber Stockport Pet April 5 Ord April 5

SPILLER, CHARLES HENRY, Bristol, Beerhouse Keeper Bristol Pet April 6 Ord April 6

THORP, CHARLES GLOVER, Nottingham, Physician Nottingham Pet April 6 Ord April 6

TRESSLER, CARL ERNST AMANDUS FERDINAND LEOPOLD, Gracechurch st, Merchant High Court Pet April 5 Ord April 5

TROW, THOMAS, Newtown, Montgomery, Grocer Newtown Pet April 5 Ord April 5

VINCENT, EDGAR JOHN, Wavertree, Liverpool, Tea Merchant Liverpool Pet Feb 26 Ord April 5

WADDIE, ALFRED GORDON, Liverpool Liverpool Pet March 22 Ord April 6

WALTERS, JOHN, and JOHN JONES, Ogmore Vale, Glam, Builders Cardiff Pet April 4 Ord April 4

WHITE, W A, Inverness ter, Hyde Park High Court Pet Jan 5 Ord April 4

WILTSHIRE, JAMES HENRY, Mountain Ash, Glam, Fruiterer Aberdare Pet April 5 Ord April 5

Amended notice substituted for that published in the London Gazette of April 1:

SIMMONS, CHARLES EDWARD, Balsall Heath, Worcesters, Gas Fitter Birmingham Pet March 29 Ord March 29

FIRST MEETINGS.

ALLINSON, JOHN BENJAMIN, Leeds, Boot Manufacturer April 20 at 11 Off Rec, 22, Park row, Leeds

BATEY, WILLIAM, Gateshead, Builder April 18 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

BLAKEMORE, TOM, Burton on Trent, Licensed Victualler April 15 at 11 Off Rec, 40, St Mary's gate, Derby

BRIGG, THOMAS HARGREAVES, Harley st, Cavendish sq, Civil Engineer April 19 at 12 Bankruptcy bldgs, Carey st

BROADBENT, ALBERT EDWIN, Dewsbury, Plasterer April 15 at 3.30 Off Rec, Bank chmbrs, Batley

BROADBENT, JAMES, Barrow in Furness, Fishmonger April 15 at 12 Off Rec, 16, Cornwallis st, Barrow in Furness

BURRILL, ROBERT, Fareham, Hants, Auctioneer April 19 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

CLEMENTS, THOMAS, New Swindon, Wilts, Fruiterer April 18 at 3.15 Off Rec, 46, Cricklade st, Swindon

CLEWES, GEORGE HENRY, Derby, Grocer April 15 at 11 45 Off Rec, 40, St Mary's gate, Derby

COOK, EDWARD, Gt Grimsby, Fish Merchant April 15 at 11.30 Off Rec, 15, Osborne st, Gt Grimsby

COTTLE, ALFRED WILSON, Liverpool, Confectioner April 20 at 12 Off Rec, 35, Victoria st, Liverpool

DREWITT, FRANK GIBSON, Gosport, Hants, Cycle Maker April 19 at 3 Off Rec, Cambridge junction, High st, Portsmouth

EDWARDS, HOWELL, Aberkenfig, Glam, Innkeeper April 22 at 10.30 Off Rec, 29, Queen st, Cardiff

EWING, BASIL, Chesterfield, Corn Merchant April 16 at 2 Angel Hotel, Chesterfield

FIDLER, WALTER, New Basford, Notts, Card Puncher April 19 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

FIRTH, ARTHUR OWEN, Mirfield, Rag Merchant April 15 at 11 Off Rec, Bank chmbrs, Batley

GIFFORD, SYDNEY HERBERT, Tufnell Park, Miller April 16 at 12 Off Rec, 73, Castle st, Canterbury

HOBBINS, SAMUEL WASS, Stourton, Lincs April 20 at 2 30 Bankruptcy bldgs, Carey st

HOUGH, HENRY, Church Broughton, Derbys, Baker April 15 at 11.30 Off Rec, 40, St Mary's gate, Derby

HUNT, ALFRED, Plumstead, Tailor April 15 at 2.30 24, Railway app, London Bridge

JONES, CLEMENT SELKIRK, Peckham, Furniture Dealer April 15 at 2.30 Bankruptcy bldgs, Carey st

JONES, EMILY ELLEN, Walsall April 21 at 11.30 Off Rec, Walsall

JONES, ROBERT, and WILLIAM JAMES JONES, Llanelly, Builders April 16 at 11.30 Off Rec, 4, Queen st, Carmarthen

JONES, WILLIAM, Bethesda, Shoemaker April 20 at 12.45 Ship Hotel, Bangor

JONES, WILLIAM, Great Yarmouth, Waiter April 16 at 12.30 Off Rec, 8, King st, Norwich

LITTLE, JOHN WILSON, Norfolk, Blacksmith April 16 at 1 Off Rec, 8, King st, Norwich

LLOYD, THOMAS, Bangor, Coal Merchant April 20 at 12.15 Ship Hotel, Bangor

LOCK, THOMAS, Reading, Horse Dealer April 21 at 11.30 Queen's Hotel, Reading

LONGDON, ARTHUR, Boston, Lincs, Licensed Victualler April 21 at 12.15 Off Rec, 4 & 6, West st, Boston

MORITZ, LIONEL, Bury st, General Merchant April 20 at 12 Bankruptcy bldgs, Carey st

MOULDING, HENRY, Blackburn, Cabinet Maker April 22 at 3 County Court House, Blackburn

OBAMS, GEORGE WALTER, Evesham, Watchmaker April 16 at 12 Off Rec, 45, Copenhagen st, Worcester

PAYNE, THOMAS, St John's Wood, Cook April 20 at 2.30 Bankruptcy bldgs, Carey st

RIDELL, CHARLES FREDERICK, Victoria st, Publisher April 21 at 12 Bankruptcy bldgs, Carey st

SKUSE, THOMAS GEORGE, and JOHN MCCULLUM, Swansea, Grocers April 15 at 11 Bankruptcy bldgs, Carey st

SNOW, ARTHUR, Essex st, Strand, Solicitor April 21 at 2.30 Bankruptcy bldgs, Carey st

SQUIRES, THOMAS, Bletchley, Bucks, Butcher April 16 at 1 Off Rec, County Court buildings, Sheep st, Northampton

STEVENS, ARTHUR HORACE, and PERCY CREW HANLEY, Little Poulteney st, Greengrocers April 20 at 12 Bankruptcy bldgs, Carey st

STONE, JOHN VOISEY, Bristol, Printer April 20 at 12 Off Rec, Baldwin st, Bristol

SUTTON, HERBERT, Eckington, Derbys, Miner April 16 at 2.30 Angel Hotel, Chesterfield

TALBOT, ELI, Worle, Somersets, Baker April 16 at 11 W H Tamlyn, High st, Bridgwater

THOMAS, HENRY POWELL, Ponder's End, Draper April 21 at 3 8, Temple chmbrs, Temple avenue

WILDE, GEORGE HENRY, Stockport, Licensed Victualler April 19 at 11.30 Off Rec, County chmbrs, Market pl, Stockport

WILLCOCKS, GEORGE, Falmouth, Saddler April 21 at 12 Off Rec, Boscawen st, Truro

ADJUDICATIONS.

ASHWORTH, GEORGE HENRY, Dewsbury Dewsbury Pet April 5 Ord April 5

BARTON, CHARLES CROKER, Lowndes sq, Belgravia High Court Pet Feb 21 Ord April 5

BASNETT, JAMES MCTURK, Stoke upon Trent Stoke upon Trent Pet April 5 Ord April 5

BEVERLEY, WILLIAM HENRY, Brentwood, Essex, Lieutenant Chelmsford Pet Nov 22 Ord March 25

BLAKEMORE, TOM, Burton on Trent, Licensed Victualler Burton on Trent Pet April 2 Ord April 2

BRALESFORD, WILLIAM, Gotham, Notts, Commission Agent Nottingham Pet April 5 Ord April 5

BURTON, ERNEST HERBERT, and STUART KINGSLEY CORKE, Red Lion sq, Mount Makers High Court Pet March 12 Ord April 2

CARTER, GEORGE, Stoke St Milborough, Salop, Machinist Leominster Pet April 4 Ord April 5

CARTER, LORANCE WILLIAM, Old Broad st High Court Pet March 19 Ord April 2

COTTLE, ALFRED WILSON, Liverpool, Confectioner Liverpool Pet March 21 Ord April 6

DE L'ISLE and DUDLEY, Lord, Wellington ct, Knightsbridge High Court Pet Nov 11 Ord April 4

DENHAM, GEORGE, Brighouse, Cooper Halifax Pet April 1 Ord April 1

DEWICK, THOMAS JAMES, Barbican High Court Pet April 5 Ord April 5

ELWOOD, THOMAS, Liverpool, Tailor Liverpool Pet Feb 23 Ord April 4

FLEETWOOD, THOMAS JAMES RICHARDSON, St Just in Roseland, Cornwall, Innkeeper Truro Pet April 6 Ord April 6

HERZOG, FREDERICK, Stamford Hill, Cotton Broker High Court Pet April 1 Ord April 2

HIRST, HENRY, Liversedge, York Dewsbury Pet April 6 Ord April 6

HOLLOWAY, WILLIAM, Westgate on Sea, Solicitor Canterbury Pet Dec 23 Ord April 4

HORWOOD, FREDERICK, Yardley, Boot Maker Birmingham Pet April 4 Ord April 5

HUNT, ALFRED, Plumstead, Tailor Greenwich Pet March 30 Ord April 5

JONES, CLEMENT SELKIRK, Peckham, Furniture Dealer High Court Pet Feb 24 Ord April 5

KELLY, JOHN JOSEPH, Liverpool, General Draper Liverpool Pet April 4 Ord April 4

MAY, JOHN WILLIAM, Clapham, Butcher Wandsworth Pet April 1 Ord April 2

MILLINGTON, JAMES, Much Wenlock, Salop, Licensed Victualler Madeley Pet March 12 Ord April 6

MOULD, ENOCH, JOSEPH ENOCH MOULD, BENJAMIN MOULD, JOSHUA MOULD, CALEB EPHRATAH MOULD, and ISAAC MOULD, Scholar Green, Chester, Colliery Proprietors Macclesfield Pet April 1 Ord April 2

ORMANDY, WILLIAM, Southport, Estate Agent Wigan Pet April 6 Ord April 6

ORME-WEBB, ROBERT ORME, Dartmouth, Devon Plymouth Pet Feb 19 Ord April 5

PAGETT, JOHN, Newport, Mon, Boot Dealer Newport, Mon Pet March 28 Ord April 6
PRATT, JAMES, Bradford, Contractor Bradford Pet April 5 Ord April 5
PRICE, DAVID, Swansea, Milk Vendor Swansea Pet March 23 Ord April 5
RICHARDS, WILLIAM FRANK, Didsbury, Lancs, Plumber Stockport Pet April 5 Ord April 5
STEVENS, ARTHUR HORACE, and PERCY CREW HANLEY, Little Pulteney st, Greengrocers High Court Pet April 1 Ord April 5
STONE, JOHN VOISEY, Bristol, Printer Bristol Pet March 30 Ord April 4
STOTT-MILNE, JOHN, and ROBERT STOTT-MILNE, Bredbury, nr Stockport, Colliery Proprietors Stockport Pet Feb 28 Ord April 6
THOMAS, WILLIAM JOHN, Finsbury High Court Pet Feb 19 Ord April 6
THORP, CHARLES GLOVER, Nottingham, Physician Nottingham Pet April 6 Ord April 6
TRESSLER, CARL ERNST AMANDUS FERDINAND LEOPOLD, Mark lane, Merchant High Court Pet April 5 Ord April 6
WILTSHIRE, JAMES HENRY, Mountain Ash, Glam, Fruiterer Aberdare Pet April 4 Ord April 5

London Gazette.—TUESDAY, April 12.

RECEIVING ORDERS.

BULLIVANT, RICHARD ARTHUR, Headingley, Leeds, Architect Leeds Pet April 7 Ord April 7
COLLIER, JOSEPH HENRY, Bulwell, Nottingham, Assistant Surgeon Nottingham Pet April 7 Ord April 7
DAVIES, OWEN, Llanelly, Grocer Carmarthen Pet April 6 Ord April 6
DRURY, SAMUEL, sen, Eastbourne, Livery Stable Keeper Eastbourne Pet March 22 Ord April 7
EASTICK, WALTER, Gt Yarmouth Gt Yarmouth Pet April 7 Ord April 7
HEBDON, ALFRED, Goole, Yorks, Keelman Wakefield Pet April 7 Ord April 7
JONES, JOHN, Clydach, Glams, Farmer Swansea Pet April 7 Ord April 7
LEIGHTON, THOMAS, Gt Grimsby, Potter Gt Grimsby Pet April 4 Ord April 4
MORRIS, JOSEPH, Kingston upon Hull, Liqueur Manufacturer Kingston upon Hull Pet April 7 Ord April 7
NORTHMORE, SOLOMON, Ugborough, Devon, Butcher Plymouth Pet April 7 Ord April 7
WAITE, RICHARD, Burnley, Grocer Burnley Pet April 7 Ord April 7

FIRST MEETINGS.

CHAPMAN, DANIEL, and THOMAS COLYER SHEFFIELD, Birmingham, Drapers April 21 at 11 174, Corporation bldgs, Birmingham
DENNIS, WILLIAM ALBERT, Sunderland, Fruiterer April 20 at 3 Off Rec, 25, John st, Sunderland
EISENBERG, ABRAHAM HARRIS, Cardiff, Tobacconist April 21 at 11 Off Rec, 29, Queen st, Cardiff
FLETCHER, JAMES, and JOHN ARTHUR HIRST, Burnley, Electrical Engineers April 19 at 3.30 Off Rec, Byrom st, Manchester
JACKSON, EDWARD, Huyton, nr Liverpool, Paint Manufacturer April 26 at 12 Off Rec, 35, Victoria st, Liverpool
LILLIE, DOUGLAS, Pont Clarence, Durham, Grocer April 27 at 3 Off Rec, 8, Albert rd, Middlesborough
ORMANDY, WILLIAM, Southport, Estate Agent April 19 at 3 Court house, King st, Wigan
PEARS, JONATHAN BOWRON, Sunderland, Ropemaker April 20 at 3.30 Off Rec, 25, John st, Sunderland
SEYMOUR, WILLIAM, Soham, Cambridge, Farmer April 19 at 11 Off Rec, 5, Tetty Cury, Cambridge
TROW, THOMAS, Newtown, Montgomery, Grocer April 21 at 12.30 1, High st, Newtown
WILDGOOSE, JOB, Ardwick, Manchester April 22 at 2 30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

BATEY, WILLIAM, Gateshead, Builder Newcastle on Tyne Pet Feb 19 Ord April 5
BROOKFIELD, WILLIAM, EDWARD BROOKFIELD, and WILLIAM BALL, Longton, Staffs, Earthenware Manufacturers Stoke upon Trent Pet March 29 Ord April 7
BROWN, ANNETTE JANE, Cardiff Cardiff Pet March 8 Ord April 7
BROWN, JOHN CROXTON, Stanwick, Northamptons Northampton Pet March 26 Ord April 7
BULLIVANT, RICHARD ARTHUR, Headingley, Leeds, Architect Leeds Pet April 7 Ord April 7
CARRINGTON, THEODORE, Clifton, Bristol Bristol Pet March 25 Ord April 7
COLLIER, JOSEPH HENRY, Bulwell, Nottingham, Assistant Surgeon Nottingham Pet April 7 Ord April 7
DAVIES, DAVID MORGAN, Penarth, Glam, Clothier Cardiff Pet March 14 Ord April 7
DAVIES, OWEN, Llanelly, Grocer Carmarthen Pet April 6 Ord April 6
DUGGAN, EVAN, Bromyard, Hereford, Grocer Worcester Pet March 12 Ord April 5
EASTICK, WALTER, Gt Yarmouth Gt Yarmouth Pet April 7 Ord April 7
FARROW, WILLIAM, Colne Engaine, Essex, Farmer Colchester Pet March 11 Ord April 6
GRANT, JOHN WALKER, Stantonbury, Bucks, Draper Northampton Pet March 25 Ord April 7
HEBDON, ALFRED, Goole, Yorks, Keelman Wakefield Pet April 7 Ord April 7
JACKSON, EDWARD, Huyton, nr Liverpool, Paint Manufacturer Liverpool Pet March 8 Ord April 7
JONES, JOHN, Clydach, Glam, Farmer Swansea Pet April 4 Ord April 7
LEIGHTON, THOMAS, Gt Grimsby, Potter Gt Grimsby Pet April 4 Ord April 4
LOGIOS, CONSTANTINE, Manchester, Commission Agent Manchester Pet March 19 Ord April 7
MORRIS, JOSEPH, Kingston upon Hull, Liqueur Manufacturer Kingston upon Hull Pet April 7 Ord April 7
NAYLOR, GEORGE HEATH, Hoyland Nether, Yorks, Postmaster Barnsley Pet March 16 Ord April 5
NORTHMORE, SOLOMON, Ugborough, Devon, Butcher Plymouth Pet April 7 Ord April 7
WAITE, RICHARD, Burnley, Grocer Burnley Pet April 7 Ord April 7

ADJUDICATION ANNULLED.

SOMERS, EMMA, Voryd, Rhyl, Flints, Hotel Keeper's Assistant Bangor Adjud Aug 14, 1897 Annul March 28

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage,* 52*s.* WEEKLY REPORTER, *in wrapper,* 26*s.*; *by Post,* 28*s.* SOLICITORS' JOURNAL, 26*s.*; *by Post,* 28*s.* *Volumes bound at the office—cloth,* 2*s.* 9*d.*, *half law calf,* 5*s.* 6*d.*